

Tennessee Alarm Systems Contractors Board 6-20-19

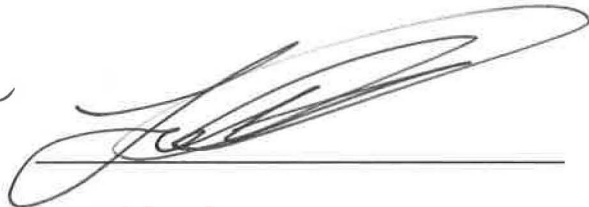
MINUTES of the Tennessee Alarm Systems Contractors Board Meeting held **April 11, 2019**, in Nashville Tennessee.



Vivian Hixson, Chair



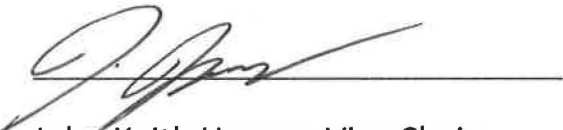
Douglas Fraker



Lou Richard



William Scott Cockroft, Secretary



John Keith Harvey, Vice Chair

TENNESSEE ALARM SYSTEMS CONTRACTORS BOARD

BOARD MEETING

April 11, 2019



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ALARM SYSTEMS CONTRACTORS BOARD
 BOARD MEETING
 April 11, 2019
 DAVY CROCKETT TOWER
 500 JAMES ROBERTSON PARKWAY, ROOM 1-B
 NASHVILLE, TN 37243

TRANSCRIPT OF BOARD MEETING

Commencing at 9:02 a.m.

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A P P E A R A N C E S

BOARD MEMBERS

Vivian L. Hixson - Chairperson
 Keith Harvey
 Lou Richard
 William Scott Cockroft

ALSO PRESENT

Ashley Thomas, Staff Attorney
 Stuart Huffman, Staff Attorney
 Cody Vest, Executive Director
 Shauna Balaszi Williams, Administrative Assistant

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1
2
3 CHAIRPERSON HIXSON: Good morning,
4 everyone. We're gonna call to order this Thursday,
5 April 11th, 2019, of the Alarm Systems Contractors
6 Board. We're gonna welcome all of our visitors and
7 guests here today.
8 Ms. Vest, will you please call the roll?
9 MS. VEST: Yes. Thank you.
10 Scott Cockroft.
11 MR. COCKROFT: Here.
12 MS. VEST: Doug Fraker.
13 (No response.)
14 MS. VEST: Keith Harvey.
15 MR. HARVEY: Here.
16 MS. VEST: Viv- -- Vivian Hixson.
17 MS. HIXSON: Here.
18 MS. VEST: Lou Richard.
19 MR. RICHARD: Here.
20 MS. VEST: Let the record show you do
21 have a quorum but Doug Fraker's not present.
22 CHAIRPERSON HIXSON: Okay. Thank you.
23 The next item on our agenda is to review and adopt
24 the agenda as presented for today's meeting and a
25 motion to adopt.

1 MR. HARVEY: Make a motion to adopt the
2 agenda as presented.
3 MR. COCKROFT: Second.
4 CHAIRPERSON HIXSON: We have a motion by
5 Mr. Harvey and a second by Mr. Cockroft to adopt our
6 agenda today. All in favor, voice by saying aye.
7 THE BOARD: Aye.
8 CHAIRPERSON HIXSON: All opposed.
9 (No response.)
10 CHAIRPERSON HIXSON: The motion carries.
11 Next are the minutes from the February
12 the 21st, 2019 board meeting. Have the members had
13 an opportunity to review and, if so, a motion to
14 approve those?
15 MR. COCKROFT: I make a motion to approve
16 the minutes from the February 21st meeting.
17 MR. RICHARD: Second.
18 CHAIRPERSON HIXSON: Okay. We have a
19 motion by Mr. Cockroft; a second by Mr. Richard to
20 approve those minutes as presented. All in favor,
21 voice by saying aye.
22 THE BOARD: Aye.
23 CHAIRPERSON HIXSON: All opposed.
24 (No response.)
25 CHAIRPERSON HIXSON: The minutes are

1 approved.
2 Mr. Huffman, the legal report.
3 MR. HUFFMAN: Good morning.
4 MR. COCKROFT: Good morning.
5 MR. HUFFMAN: Number 1 is 2018087621.
6 The complainant alleges he contacted respondent about
7 a promotion for a one-year introductory rate.
8 Complainant alleges that the installer asked for a
9 landline and complainant explained that he did not
10 have a landline. Complainant had to cut back on
11 expenses after his wife passed and complainant was no
12 longer receiving her Social Security. Complainant
13 alleges that the installer finished the job and
14 explained that complainant would be billed \$49 per
15 month and not the introductory rate because
16 complainant did not have a landline as required.
17 Complainant believes the installation should not have
18 been completed once it was determined that
19 complainant did not qualify for the introductory
20 rate.
21 Respondent states that complainant
22 initially contracted with an authorized dealer.
23 Respondent reached out to his dealer for a response.
24 The authorized dealer spoke with the complainant and
25 applied a credit to complainant's account.

1 Complainant has confirmed that the credit has
2 resolved all issues and this complaint be withdrawn.
3 Recommendation is to close.
4 MR. HARVEY: I make a motion to concur
5 with counsel because that's mostly a civil matter
6 anyway.
7 MR. COCKROFT: Second.
8 CHAIRPERSON HIXSON: Okay. We have a
9 motion by Mr. Harvey; a second by Mr. Cockroft to
10 concur with our counsel's recommendation. All in
11 favor, voice by saying aye.
12 THE BOARD: Aye.
13 CHAIRPERSON HIXSON: All opposed.
14 (No response.)
15 CHAIRPERSON HIXSON: The motion carries.
16 MR. HUFFMAN: Number 2, 2019011081.
17 Complainant was the victim of a robbery while out of
18 town. The system's motion detectors failed to notify
19 the monitoring company. Complainant is demanding the
20 security company pay for the value of the items
21 stolen. Complainant did not have renter's insurance.
22 Complainant inquired about respondent's
23 theft protection guarantee which pays complainant
24 \$500 of the insurance deductible if the customer
25 experiences a covered loss while the system was

1 actively armed. Unfortunately, the customer must
 2 have renter's insurance also.
 3 Respondent has offered a courtesy
 4 discount for additional equipment in order to enhance
 5 her alarm system and complainant has accepted this
 6 offer in full satisfaction of this complainant.
 7 Recommendation is to close.
 8 MR. COCKROFT: I make a motion to concur
 9 with the recommendations of counsel --
 10 MR. HARVEY: Second.
 11 MR. COCKROFT: -- please.
 12 CHAIRPERSON HIXSON: We have a motion by
 13 Mr. Cockroft; a second by Mr. Harvey to concur with
 14 our counsel's recommendation. All in favor, voice by
 15 saying aye.
 16 THE BOARD: Aye.
 17 CHAIRPERSON HIXSON: All opposed.
 18 (No response.)
 19 CHAIRPERSON HIXSON: The motion carries.
 20 MR. HUFFMAN: Number 3, 2019011211.
 21 Complainant asked for services to be terminated when
 22 in the process of moving. Complainant asserts he
 23 overpaid by \$391 and that respondent continues to
 24 harass for payment on the old account. Respondent
 25 explains that complainant terminated the contract a

1 and was set up on \$58 monthly payments through a loan
 2 account in the amount of \$4,899. Respondent states
 3 that even though they have a signed contract and the
 4 recorded QA call, due to the age of the customer and
 5 POA documents provided by the daughter, the contract
 6 will be voided and any monies refunded.
 7 Recommendation is to close.
 8 MR. HARVEY: Make a motion to concur with
 9 counsel's recommendation.
 10 MR. RICHARD: Second.
 11 CHAIRPERSON HIXSON: We have a motion by
 12 Mr. Harvey; a second by Mr. Richard to concur with
 13 our counsel's recommendation. All in favor, voice by
 14 saying aye.
 15 THE BOARD: Aye.
 16 CHAIRPERSON HIXSON: All opposed.
 17 (No response.)
 18 CHAIRPERSON HIXSON: The motion carries.
 19 MR. HUFFMAN: Number 5, 201901015.
 20 Complainant alleges unlicensed activity of
 21 respondent. Respondent has previously installed 17
 22 cameras and one NVR in a county government building.
 23 Subsequent installations are scheduled with
 24 respondent in other government buildings. Respondent
 25 does not appear to be licensed in Tennessee and has

1 year in advance and that the contract states that
 2 respondent will charge 75 percent of the remaining
 3 balance as the early termination fee. This fee was
 4 \$430.50. Respondent further explains that
 5 complainant is using the wrong timeline of the
 6 termination which is causing the discrepancy and
 7 remaining balances. Respondent has decided that as a
 8 goodwill gesture the balance will be waived with no
 9 further liability on complainant. Complainant will
 10 also be placed on the do-not-call list.
 11 Recommendation is to close.
 12 MR. HARVEY: Make a motion to concur with
 13 counsel.
 14 MR. RICHARD: Second.
 15 CHAIRPERSON HIXSON: We have a motion by
 16 Mr. Harvey; a second by Mr. Richard to concur with
 17 counsel. All in favor, voice by saying aye.
 18 THE BOARD: Aye.
 19 CHAIRPERSON HIXSON: All opposed.
 20 (No response.)
 21 CHAIRPERSON HIXSON: The motion carries.
 22 MR. HUFFMAN: Number 4, 2019016341.
 23 Complainant's elderly father was approached by the
 24 respondent to upgrade his system. Complainant states
 25 that her father did not understand what was going on

1 not responded to this complaint.
 2 Recommendation is to authorize a formal
 3 hearing and civil penalty of \$1,000 for violation of
 4 Tennessee Code Annotated 62-32-304, unlicensed
 5 activity.
 6 MR. HARVEY: Have we done an
 7 investigation on it?
 8 MR. HUFFMAN: There's been no
 9 investigation but it's apparent that there is
 10 activity.
 11 MR. COCKROFT: And they hadn't responded.
 12 And in theory, it -- it would be ongoing, they would
 13 be doing other installations?
 14 MR. HUFFMAN: There are other
 15 installations that are scheduled. And, of course,
 16 they have not responded.
 17 MR. HARVEY: First offense?
 18 MR. HUFFMAN: Yes.
 19 MS. VEST: I believe the minimum is a
 20 thousand dollars.
 21 CHAIRPERSON HIXSON: Have y'all notified
 22 these other government entities that you know are
 23 scheduled to use this company and alerted them that
 24 this person is not licensed in Tennessee, or company
 25 isn't?

1 MR. HUFFMAN: We can alert them. It's
2 the same county.
3 CHAIRPERSON HIXSON: So it'd just be a
4 matter of one letter or one phone call versus
5 numerous ones?
6 MR. HUFFMAN: Right, it would be one
7 letter to -- it's all the same county that's using
8 this respondent.
9 CHAIRPERSON HIXSON: Okay. And it's
10 state, not federal, correct?
11 MR. HUFFMAN: Yes.
12 CHAIRPERSON HIXSON: Any more questions?
13 MR. COCKROFT: I make a motion to concur
14 with recommendation of counsel to authorize a formal
15 hearing and civil penalty of a thousand dollars.
16 MR. HARVEY: Second.
17 CHAIRPERSON HIXSON: We have a motion by
18 Mr. Cockroft; a second by Mr. Harvey to concur with
19 our counsel's recommendation in this matter. All in
20 favor, voice by saying aye.
21 THE BOARD: Aye.
22 CHAIRPERSON HIXSON: All opposed.
23 (No response.)
24 CHAIRPERSON HIXSON: The motion carries.
25 MR. HUFFMAN: Number 6 is a re-present,

1 locate respondent in order to serve any
2 correspondence. All mailings have been returned as
3 undeliverable.
4 The new recommendation is to close.
5 CHAIRPERSON HIXSON: Stuart, explain what
6 the closed status would mean for everybody if this
7 company was to sur- -- resurface again. This penalty
8 or this recommendation is still in effect but you're
9 just asking us to close the case, or are you asking
10 us to void our previous decision?
11 MR. HUFFMAN: This would void the
12 previous decision and close the case. So the only
13 time that we could actually go after the company is
14 if another complaint comes in. And then we would --
15 of course, would some type of civil pen- -- civil
16 penalty. The problem with this is that we can't
17 locate this respondent. We have to ask --
18 MR. COCKROFT: You can't find any
19 information on the company maybe to force --
20 MR. HUFFMAN: Well, the company is -- the
21 respondent is the individual. It's a d/b/a. So
22 we're trying -- we've looked at all of our resources
23 and everything comes back as undeliverable. So we're
24 continuing to look for them, but at this point, we --
25 we can't find him. We can't get service.

1 2018052051. Excuse me. Complainant alleges that
2 they were called to assist in installing a mag lock
3 and IEI keypad on a door at a business. Upon
4 arrival, complainant asked the person who was there
5 who was paying for the work and an employee of the
6 business responded and stated that the IT company was
7 supposed to be doing the job and that they had
8 already installed the cameras and the security system
9 at the business. Complainant then looked up the
10 business name that the employee gave them and
11 discovered that they were not licensed. Complainant
12 billed the respondent for the two hours that they had
13 technicians at the site. Complainant alleges that
14 respondent refuses to pay the bill and argued about
15 licensure.
16 Respondent has not responded to the
17 complaint.
18 The first recommendation was to authorize
19 a formal and send a consent order with a civil
20 penalty in the amount of \$1,000 for engaging in
21 unlicensed activity in violation of Tennessee Code
22 Annotated 62-32-304(a).
23 The Board decision at the time was
24 concur.
25 The new information is legal is unable to

1 CHAIRPERSON HIXSON: What would be the
2 advantage of closing this and -- and not just like
3 suspending it in case this person resurfaces?
4 MR. HUFFMAN: Well, I don't know if we
5 can actually suspend it.
6 CHAIRPERSON HIXSON: Well, I mean, that's
7 just the term I use.
8 MR. HUFFMAN: Right. I mean --
9 CHAIRPERSON HIXSON: Put it in an
10 inactive file or whatever versus closing it because
11 you're basically saying we're gonna reverse our
12 previous decision when there's not grounds to do that
13 other than the fact y'all can't find him.
14 MR. HUFFMAN: The only thing I can
15 suggest is that we put it into a monitoring status.
16 At that point, then it remains open and then we can
17 continue to look for this person. But it -- I would
18 say that if we cannot find this person by the next
19 board meeting, then we may need to reevaluate.
20 MR. COCKROFT: Have we tried to contact
21 the location where the system was installed? I mean,
22 can -- didn't they contact him? I mean, do they have
23 any contact information for him or is this --
24 MR. HUFFMAN: It's the same contact
25 information that was given to us.

1 MR. COCKROFT: But the people are not
2 being cooperative where the installation was done?
3 Or they didn't tell you that?

4 MR. HUFFMAN: Well, there was -- I mean,
5 everything was fine with the installation and where
6 it was -- where it happened. It's just that the
7 complainant was supposed to actually install that and
8 then this other person installed it and they weren't
9 licensed, and the complainant is licensed.

10 MR. COCKROFT: But what I -- I guess what
11 I'm asking, though, is if we know where the system
12 was installed and we know those people and they --
13 surely they know who installed their system that
14 wasn't licensed because there -- it sounds like there
15 was a lot of work done besides what the complainant
16 came to do. He just came to install one small piece
17 of a whole large system and they had installed the
18 rest of the system. I would think they would be able
19 to contact him or would know, you know, how to get in
20 touch with him.

21 MR. HUFFMAN: The information that we
22 received from the complainant is the information they
23 received from the place that it was installed. So
24 all the information that we have on this respondent
25 is what the -- the area that it was installed, the

1 place that it was installed knows -- has the contact
2 information and the complainant knows -- has the
3 contact information.

4 CHAIRPERSON HIXSON: Haven't y'all
5 flagged people, or companies, or individuals in the
6 past or can you no longer do that?

7 MS. VEST: Yes. We do have the ability
8 to flag but you have to have a license and be on the
9 system. They're not on the system. I have nothing
10 to flag, no way to track it.

11 MR. COCKROFT: It's just very concerning
12 that someone could do unlicensed activity and if --
13 and, you know, we -- we -- if we can't find them,
14 we're just gonna say, oh, well, we're not gonna do
15 anything. It just concerns me if this -- that
16 there's not any way to find them. I mean, if --
17 this -- it -- we do know the actual place the work
18 was installed. We -- we know it's not just a
19 they-reported-someplace. They reported -- we know an
20 address, the name of a business. And --

21 MR. HUFFMAN: Yes.

22 MR. COCKROFT: And have we tried to
23 contact them to say, you know, how do you contact
24 this person?

25 MR. HUFFMAN: I don't believe we've

1 contacted the place that it has been installed. We
2 just know that the complainant was there to install
3 their part, and then they got the information from
4 the actual respondent which knew, you know, the place
5 it was installed was the same information.

6 MR. COCKROFT: They might be unwilling to
7 cooperate but it might -- it would be worth reaching
8 out to the customer that, you know, had the
9 unlicensed work done; not that there's anything
10 wrong -- against them but to protect them from the
11 standpoint that they've, you know, had someone doing
12 unlicensed work. You'd think they'd want to help us
13 find who that person was.

14 CHAIRPERSON HIXSON: Yeah. Because who's
15 servicing it or do they have monitoring? I mean, I
16 think Scott has a good idea to reach out to the
17 location where the cameras and the security system
18 were installed.

19 MR. COCKROFT: We've been successful in
20 the past in that there was a case where there was
21 video monitoring and an auto dealership actually
22 helped us provide information, provided copies of
23 contracts and different things so that we, you know,
24 could pursue the person doing unlicensed work. They
25 may not help us. I -- and I don't know what power we

1 have to subpoena them or anything else. We may have
2 none, but we -- it seems like it would be worth an
3 effort?

4 MR. HUFFMAN: We'll be happy to keep this
5 open and -- and continue to -- to look for this
6 person.

7 CHAIRPERSON HIXSON: Do you need a motion
8 on that or you want us to just --

9 MR. HUFFMAN: Yeah, we'll need a
10 motion to --

11 CHAIRPERSON HIXSON: Okay.

12 MR. HUFFMAN: -- not concur.

13 CHAIRPERSON HIXSON: A motion to keep it
14 open.

15 MR. COCKROFT: I make a motion to -- to
16 keep the -- keep it open, to not concur with the
17 recommendations of counsel.

18 MR. RICHARD: Second.

19 CHAIRPERSON HIXSON: Okay. We have a
20 motion by Mr. Cockroft; a second by Mr. Richard to --
21 to leave this matter open pending further
22 investigation. All in favor, voice by saying aye.

23 THE BOARD: Aye.

24 CHAIRPERSON HIXSON: All opposed.

25 (No response.)

1 CHAIRPERSON HIXSON: The motion carries.
 2 MR. HUFFMAN: That concludes the legal
 3 report.
 4 CHAIRPERSON HIXSON: Thank you.
 5 MR. COCKROFT: Thanks.
 6 CHAIRPERSON HIXSON: Ms. Vest.
 7 MS. VEST: Yes. The next thing on the
 8 agenda is the appear- -- appearances but we have --
 9 I'm gonna make a change on the agenda. We're just
 10 gonna swap Exhibit A for Exhibit B. So we're gonna
 11 ask that this gentleman come up, Mr. Kendrick, Joshua
 12 Kendrick.
 13 MR. HARVEY: Madame Chair, because of my
 14 affiliation with the ADS company, I'm gonna have to
 15 recuse myself from this hearing.
 16 CHAIRPERSON HIXSON: You got that in the
 17 record?
 18 THE REPORTER: Yes, ma'am.
 19 CHAIRPERSON HIXSON: Good morning.
 20 MR. OWENS: Good morning.
 21 CHAIRPERSON HIXSON: Please introduce
 22 yourself to the Board.
 23 MR. KENDRICK: I'm Joshua Kendrick.
 24 CHAIRPERSON HIXSON: Okay.
 25 MR. OWENS: I'm Chris Owens, QA for ADS

1 MR. KENDRICK: Okay.
 2 MS. VEST: And I'm sure they're gonna ask
 3 for something a little different than that.
 4 MR. KENDRICK: Okay.
 5 MS. VEST: Here is what you've provided,
 6 and here is the actual TBI records --
 7 MR. KENDRICK: Okay.
 8 MS. VEST: -- in case they ask you
 9 specific dates or anything; that is if you have
 10 permission for him to see your -- is that all right?
 11 MR. OWENS: We've been talking about this
 12 for about a month and a half so --
 13 MS. VEST: Okay. I just wanted to make
 14 sure it's all right.
 15 MR. OWENS: Yes, ma'am. I can stand
 16 back, it's not a problem.
 17 MS. VEST: If you'll give the Board a
 18 moment, they'll need to look over their materials.
 19 MR. KENDRICK: Yes, ma'am.
 20 MS. VEST: Here's a pen if you need --
 21 well, you have one up there -- as -- you can mark it.
 22 MR. KENDRICK: Okay.
 23 CHAIRPERSON HIXSON: Mr. Kendrick, you
 24 were quite busy for about ten years in your life but
 25 that was about ten years ago. Tell the Board what

1 Security Nashville.
 2 CHAIRPERSON HIXSON: Okay.
 3 MS. VEST: I'm gonna go over a couple of
 4 these things. First of all, I got the record from
 5 the TBI and the FBI. And then Mr. Kendrick did
 6 supply us some information. Some of it, I was not
 7 able to match up. Excuse me.
 8 6/4/03, we got contributing to a minor,
 9 possession of underage drinking, and paraphernalia.
 10 4/22/04 and 9/25/04, violation of probation. 2/9/08,
 11 possession of Schedule, I think that's, IV and V,
 12 guilty. 6/4/09, DUI, possession with a firearm;
 13 guilty on both. 6/26/09, violation of probation,
 14 guilty. 10/30/09, violation of probation, guilty.
 15 8/6/10, possession with intent, paraphernalia, and
 16 guilty.
 17 There are others on that record but they
 18 were either dismissed or nullied. I don't have all
 19 of the documents that go with them -- excuse me --
 20 but I will give -- if they didn't bring it, I'll give
 21 Mr. Kendrick the copy that I have so when they ask
 22 you questions, you can answer it.
 23 MR. KENDRICK: Yes, ma'am.
 24 MS. VEST: Excuse me. All right. Here's
 25 your explanation.

1 changed in 2012 and why we should approve your
 2 request for employee registration.
 3 MR. KENDRICK: Well --
 4 CHAIRPERSON HIXSON: And speak into the
 5 mic, please.
 6 MR. KENDRICK: Yes, ma'am.
 7 MS. VEST: You may have to hold it down
 8 where it says speak.
 9 MR. KENDRICK: Okay.
 10 MS. VEST: There they go.
 11 MR. KENDRICK: In 2011, my daughter was
 12 born. And, of course, during the time of all the
 13 charges I was young and I had my priorities in the
 14 wrong pattern. And once my daughter was born, it set
 15 me on the right path. It woke me up and made me grow
 16 up and made me realize that, you know, I need to do
 17 better for her. And it helped me to get my
 18 priorities straight and focus on what's important.
 19 CHAIRPERSON HIXSON: So what did you do
 20 to change? Did you take training classes or change
 21 friends? Tell us what happened besides -- because I
 22 show an arrest in 2012 after your daughter was born.
 23 MR. KENDRICK: Yes, ma'am. I -- I've
 24 made a lot of mistakes in the past. When I was
 25 young, I -- I dealt with depression, anxiety, and I

1 handled it the wrong way, did a lot of
 2 self-medicating, which was the wrong way to handle
 3 it. I went to rehab for alcoholism and completed
 4 rehab.
 5 CHAIRPERSON HIXSON: When was that?
 6 MR. KENDRICK: That was in 2010. In
 7 2012, I believe what happened was I was at the park
 8 and it was after park hours and a police officer had
 9 pulled up and he wanted to search my car and he
 10 found -- I think he found like a couple of marijuana
 11 cigarette roaches that were under the vehicle --
 12 under the driver's seat. And I guess they had been
 13 there for a while but he -- you know, he charged me
 14 for it so that was the --
 15 CHAIRPERSON HIXSON: So you're telling us
 16 that you weren't currently smoking or using marijuana
 17 at the time those roaches were found?
 18 MR. KENDRICK: No, ma'am.
 19 CHAIRPERSON HIXSON: Okay. Go ahead. Go
 20 ahead.
 21 MR. KENDRICK: Oh, I -- I said, no,
 22 ma'am.
 23 CHAIRPERSON HIXSON: No, I understand but
 24 go ahead with what you were saying. What have you
 25 been doing since 2012?

1 MR. KENDRICK: As far as -- as far as
 2 work or?
 3 CHAIRPERSON HIXSON: Work, education.
 4 MR. KENDRICK: Oh, I went to Nashville
 5 State and I started in 2010 and graduated in 2013
 6 with an associate's degree in electrical engineering
 7 technology and a certification in industrial
 8 electrical maintenance. And I've been trying to grow
 9 in my career. I've done a lot of electrical work in
 10 the past. And I got the opportunity to work for ADS
 11 and I thought it was good -- a good opportunity. And
 12 I feel like I'm a good fit there and I enjoy my work,
 13 you know.
 14 CHAIRPERSON HIXSON: How long have you
 15 been working there?
 16 MR. KENDRICK: I started through Insight
 17 Global which is a temporary staffing company in April
 18 of last year.
 19 CHAIRPERSON HIXSON: Any questions for
 20 him?
 21 MR. COCKROFT: The -- one of the -- the
 22 charge says that it's for manu- -- that -- that last
 23 one that you're talking about. Is -- would it not
 24 have been a large amount if they're saying
 25 manufacture, delivery and -- or to sell? Are you

1 saying it was just -- just to --
 2 CHAIRPERSON HIXSON: It said it was a
 3 misdemeanor. I think it was -- I think it's just
 4 over...
 5 MS. VEST: Mr. Cockroft, of course,
 6 that -- that is a misdemeanor. That was the -- yes.
 7 CHAIRPERSON HIXSON: Yeah, I think it was
 8 just --
 9 MS. VEST: It was not much.
 10 CHAIRPERSON HIXSON: -- that covers
 11 all --
 12 MS. VEST: Yeah. Everything. When they
 13 get you --
 14 CHAIRPERSON HIXSON: It could be --
 15 MS. VEST: -- it covers the whole thing.
 16 CHAIRPERSON HIXSON: -- any --
 17 MR. COCKROFT: Okay.
 18 CHAIRPERSON HIXSON: -- or all. But your
 19 statement is it -- there were only two old roaches
 20 under the seat of your car?
 21 MR. KENDRICK: Yes, ma'am, to the best of
 22 my recollection. It's been a while. I've kind of
 23 tried to forget about the past and move on so, you
 24 know, I'm trying to pull this all up from memory so.
 25 CHAIRPERSON HIXSON: Okay.

1 MS. VEST: Sir, are you full time with
 2 this company now?
 3 MR. OWENS: He is full time --
 4 MR. KENDRICK: Yes.
 5 MR. OWENS: -- with us.
 6 MS. VEST: Because he started as temp --
 7 through the temporary service --
 8 MR. OWENS: Yes.
 9 MS. VEST: -- so now you're full time?
 10 MR. OWENS: Yes. Yes. He's been a model
 11 employee. I don't think he's been out sick maybe
 12 once.
 13 CHAIRPERSON HIXSON: I was gonna -- I was
 14 gonna bring you up next --
 15 MR. OWENS: Sorry.
 16 CHAIRPERSON HIXSON: -- Mr. Owens. No,
 17 that's okay. I was gonna ask you, have you had any
 18 problems with him? Do you routinely drug screen your
 19 employees?
 20 MR. OWENS: We do random drug screen when
 21 we feel it's necessary.
 22 CHAIRPERSON HIXSON: Okay.
 23 MR. OWENS: So far I haven't felt it
 24 necessary with Josh. I'm not opposed to doing
 25 something on a schedule if you want me to.

1 To be upfront with you, when I saw this,
 2 I was shocked because the man standing before me
 3 today is not this one. I didn't -- I -- I --
 4 CHAIRPERSON HIXSON: Well, that's why I
 5 wanted the opportunity --
 6 MR. OWENS: Yeah.
 7 CHAIRPERSON HIXSON: -- to let him
 8 explain what has changed in his life in the last ten
 9 years --
 10 MR. OWENS: Yes, ma'am.
 11 CHAIRPERSON HIXSON: -- that he's no
 12 longer the person that was committing these criminal
 13 acts from 18 whatever years ago.
 14 MR. OWENS: Yes.
 15 CHAIRPERSON HIXSON: And, you know,
 16 he's -- he's made a good case. He's gone to school.
 17 He's gotten an associate's degree. He's been working
 18 with you now for a year without any problems?
 19 MR. OWENS: None. I've -- other
 20 employees like him, his co-workers like him,
 21 customers say good things about him, no customer
 22 complaints. We track customer complaints. I see
 23 every one. I haven't had one on Josh. As a matter
 24 of fact, I review -- as part of my job, I review
 25 service tickets to make sure they make sense. I --

1 when I review Josh's, it's the things I would do.
 2 He -- he's -- has lots of troubleshooting and he's
 3 good with people. He presents himself well in the
 4 community for us and for the industry, I believe.
 5 CHAIRPERSON HIXSON: Thank you.
 6 MR. OWENS: Yes, ma'am.
 7 CHAIRPERSON HIXSON: Do y'all have any
 8 questions for Mr. Owens?
 9 MR. RICHARD: When did you hire Mr.
 10 Kendrick? I know you had hired him through a
 11 temporary service. Is he an employee now?
 12 MR. OWENS: He's an employee now. And
 13 I'm gonna have to ask Josh that questions because to
 14 be upfront with you, I forgot to look it up and I
 15 don't remember.
 16 Josh, do you remember the -- around the
 17 date; at least what month and what end -- beginning?
 18 I apologize, I should have looked that
 19 up.
 20 MR. KENDRICK: I believe I got hired on
 21 full time in October of 2018. I'm not sure of the
 22 exact date but --
 23 MR. OWENS: That's my fault, I should
 24 have looked it up. I should have anticipated that
 25 question.

1 CHAIRPERSON HIXSON: No, that's okay.
 2 MR. OWENS: Okay.
 3 CHAIRPERSON HIXSON: So he was a
 4 temporary for about six months and then you converted
 5 him over to a company --
 6 MR. OWENS: Right, that's our contract,
 7 when we use those folks, is six months.
 8 MR. COCKROFT: And this isn't against
 9 Josh, but just curious, do you not get them licensed
 10 with they're with a temp company?
 11 MR. OWENS: So -- so, yes, sir, and I
 12 don't know what happened in this case. They -- he
 13 should have been licensed through us. And I need to
 14 research, see what happened because it didn't happen.
 15 And I -- I have no excuse other than to say we do
 16 that as a rule. And at some point, this didn't
 17 happen. I do -- I do -- I go through -- my folks in
 18 HR does (sic) and look for inconsistencies and I
 19 don't know why it didn't happen.
 20 MR. COCKROFT: Because --
 21 MR. OWENS: I have no excuse.
 22 MR. COCKROFT: -- again, this isn't at
 23 all against you, but it would -- you probably should
 24 have been licensed when you first started because we
 25 would look at a temp --

1 MR. OWENS: Yes, sir.
 2 MR. COCKROFT: -- agency the same as a --
 3 MR. OWENS: And that's --
 4 MR. COCKROFT: -- full-time employee.
 5 MR. OWENS: -- that's our rule. I'm not
 6 sure where the -- where it fell apart. I've been
 7 investigating that recently. It won't happen again,
 8 I can promise you that, and my sincerest apologies.
 9 I want to comply with everything.
 10 MR. COCKROFT: Okay.
 11 MR. KENDRICK: If I could say something.
 12 I -- I actually was licensed, I believe, in 2003. I
 13 worked for International Equipment Company. They're
 14 no longer -- they're -- the Nashville branch is
 15 closed but I was licensed then. And we actually --
 16 when we were looking -- looking into the licensing
 17 process, we saw that that license had actually
 18 expired in June of 2018.
 19 MR. OWENS: I think so. It may have been
 20 somebody else. I think Ms. Vest said that may have
 21 been somebody else with the same name because I
 22 looked at it and I thought that maybe -- we discussed
 23 this at some point.
 24 MS. VEST: Yeah. Yeah, we did.
 25 CHAIRPERSON HIXSON: I was gonna say,

1 that -- that license wouldn't remain active that many
 2 years --
 3 MR. OWENS: Yeah.
 4 CHAIRPERSON HIXSON: -- without renewals.
 5 MR. OWENS: Yeah.
 6 MR. KENDRICK: Yeah. Yeah, I didn't --
 7 MR. OWENS: That was my -- I looked and
 8 the name's exactly the same and I made a mistake
 9 saying it was -- but...
 10 CHAIRPERSON HIXSON: Do you hire a lot of
 11 people through temporary agencies?
 12 MR. OWENS: It varies. We have in the
 13 past. I don't know if you guys are in the national
 14 market. It's kind of -- it's slim pickings these
 15 days for employees, so we have in the past. We're
 16 currently not doing that. We've got an influx of
 17 people wanting to come work for us who are currently
 18 in the industry. So the last -- I would say last six
 19 months or so, I've had some pretty good luck; when
 20 guys come in, they're already licensed and I can just
 21 transfer the license over; or people that are being
 22 referred by employees.
 23 For several years, we had a real dry
 24 spell and we went to a couple of different ones;
 25 Insight being one and then TEKsystems being another.

1 Mr. Kendrick's registered employee application. All
 2 in favor, voice by saying aye.
 3 THE BOARD: Aye.
 4 CHAIRPERSON HIXSON: All opposed.
 5 (No response.)
 6 CHAIRPERSON HIXSON: Congratulations.
 7 MR. KENDRICK: Thank you very much.
 8 CHAIRPERSON HIXSON: And keep on --
 9 MR. COCKROFT: Please don't let us down.
 10 We've -- we've had -- we -- we've had that happen
 11 before. We -- you've got an opportunity so don't --
 12 don't waste it.
 13 MR. KENDRICK: I promise I won't, I won't
 14 let you down. I --
 15 CHAIRPERSON HIXSON: Thank you for
 16 coming.
 17 MR. COCKROFT: Thank you.
 18 MR. RICHARD: Congratulations.
 19 MR. OWENS: Thank you.
 20 MS. VEST: You'll be hearing from us.
 21 CHAIRPERSON HIXSON: Thank you, Mr.
 22 Owens.
 23 MR. OWENS: Thank you, ma'am.
 24 MS. VEST: I'd like to take a break, but
 25 if you don't mind, I -- I did -- I do want to ask our

1 This should be the only instance where we didn't
 2 license somebody. I -- we were -- I -- like I said,
 3 I've been trying to figure out what happened and I
 4 don't know what happened. I'm trying to figure it
 5 out but --
 6 CHAIRPERSON HIXSON: But you're gonna
 7 assure the Board that you're gonna go back and make
 8 sure that there are no more unlicensed employees --
 9 MR. OWENS: I can assure you today that
 10 we do that on a monthly basis through HR.
 11 CHAIRPERSON HIXSON: Okay.
 12 MR. OWENS: And I do it for the people
 13 inside my branch. In particular, I do it usually
 14 monthly just to make sure. I've got a guy now I'm
 15 gonna e-mail about the -- he's been waiting a while
 16 so I'm gonna see what's going on with him.
 17 CHAIRPERSON HIXSON: Okay. Any more
 18 questions?
 19 MR. COCKROFT: I don't think so, no.
 20 CHAIRPERSON HIXSON: Motion?
 21 MR. COCKROFT: I make a motion to approve
 22 Mr. Kendrick's registered employee's application.
 23 MR. RICHARD: Second.
 24 CHAIRPERSON HIXSON: We have a motion by
 25 Mr. Cockroft; a second by Mr. Richard to approve

1 Board, in your contracts it talks -- you -- does it
 2 tell the individual that they have to or do you ask
 3 if they have renter's insurance? I mean, what
 4 difference does renter's insurance make when I have
 5 an alarm system?
 6 MR. COCKROFT: Well, the -- that's with a
 7 particular company. There's -- there's a -- there
 8 are some companies that guarantee -- they -- they
 9 have a guarantee that, you know, if they have a loss,
 10 they'll pay their deductible --
 11 MS. VEST: That's --
 12 MR. COCKROFT: -- so --
 13 MS. VEST: -- what happened in this case,
 14 paid the deductible.
 15 MR. COCKROFT: Which -- I mean, and they
 16 purposefully -- I'm assuming that they -- they
 17 purposefully, you know, have stuff in place 'cause
 18 they know that the insurance company's gonna go
 19 verify and see it was a true loss and everything
 20 else. So they're kind of relying on the insurance
 21 company to be their -- I guess, their inspector. So
 22 if the insurance --
 23 MS. VEST: What if I don't have renter's
 24 insurance? I mean, do you ask this in your
 25 contract -- I mean, is it in the contract or --

1 MR. COCKROFT: I don't as far as my
2 company, but we also don't provide that guarantee.
3 We -- we make it pretty clear that we're not an
4 insurance company and that, you know, we -- it's --
5 we're providing a service and that it's -- you know,
6 it's not infallible, it's not perfect.
7 Also, it -- the system could work 100
8 percent like it's supposed to and you could still
9 have a loss because the police may not get there in
10 time, the person may, you know, get something and
11 run. Some companies make a guarantee. They do put a
12 lot of stipulations in it that they will pay your
13 deductible. It doesn't even have to be renter's
14 insurance. It could be -- normally, it's homeowner's
15 insurance.

16 But that particular case -- and that
17 really does get back to a civil matter because
18 it's -- it's a promise in a contract or a guarantee.
19 But there's -- there's only a few companies that make
20 that. But then -- and...

21 MS. VEST: As a consumer -- maybe I need
22 to talk about this later, but as a consumer, what is
23 the responsibility of the alarm company then? Why --
24 why am I getting an alarm if I don't hold you
25 responsible?

1 MR. COCKROFT: Well, what we don't know,
2 that -- if you're talking about the case we heard
3 earlier --

4 MS. VEST: No, I'm just asking generally.

5 MR. COCKROFT: -- there's a lot of
6 information we didn't hear in that. We don't -- they
7 said it didn't work but we don't know what that -- we
8 don't know was the system actually armed, was their
9 phone line working, did they have cellular service,
10 was the motion detector in a room that they didn't
11 break into, had they put up curtains and covered up
12 the motion detector. There's a lot of things we
13 don't know that's out of the control of the alarm
14 company and us at this point.

15 But it's very clear and -- and that's
16 what almost every alarm company has -- and I don't --
17 I don't think any licensed company could get in -- I
18 mean, they've got to have insurance to be licensed.
19 And I don't think you could get insurance without
20 having a contract that has limitation of liability.

21 There's nothing to prevent the customer
22 from suing the alarm company if they feel they've
23 been wronged, but the -- most likely, the alarm
24 company has outlined in their agreement what their
25 responsibilities are. And if they guarantee to pay

1 their deductible was in there, I'm sure there's a lot
2 of stipulation to that of what all has to be met for
3 that.

4 MS. VEST: So that would be in the actual
5 contract?

6 MR. HARVEY: I think the --

7 MR. COCKROFT: Yes.

8 MR. HARVEY: -- typical contract states
9 that -- that the alarm company will only be
10 responsible for 2- to \$500 worth of loss if they were
11 sued over the situation.

12 MR. COCKROFT: Or sometimes it'll be a
13 multiple of how much the monthly is. If someone pays
14 a larger monthly, it could be more than that. It
15 might be six times what they pay if someone's paying
16 a hundred dollars a month so it -- it could be more.

17 But alarm companies aren't insurance
18 companies. I mean, we charge the same -- if we are
19 securing your home or if we're securing a bank, you
20 know, it's the same -- it's the -- it -- we're not --
21 we're not placing a value on what's in the building.
22 Like the insurance company charges you a rate based
23 on what they're insuring but an alarm company doesn't
24 do that.

25 MS. VEST: I've been doing this with this

1 Board a while and that was the first time I had heard
2 that we -- renter's insurance. I'm saying a
3 different termin- -- I just didn't realize, I put an
4 alarm system in my house; I'm depending on that alarm
5 to go off -- I'm just going with what we had -- it
6 doesn't get off and I get robbed, well, what --
7 what -- I could buy me a dog --

8 CHAIRPERSON HIXSON: I think it's --

9 MS. VEST: -- you know, versus an alarm
10 system.

11 CHAIRPERSON HIXSON: And this is just
12 personally speaking, if -- if an alarm company told
13 me that I had to show proof of insurance, okay, who's
14 next? You know, I don't think -- you're not mandated
15 to go with that particular company if you don't like
16 the terms of their contract and --

17 MS. VEST: Well, that's what -- the part
18 I'm trying to get to because we're gonna talk about
19 this later, the contracts --

20 CHAIRPERSON HIXSON: Yeah.

21 MS. VEST: -- that -- like I said, I've
22 never heard that terminology. I know what --

23 CHAIRPERSON HIXSON: I have not --

24 MS. VEST: -- renter's insurance is,
25 obviously.

1 MR. COCKROFT: The -- the -- also, their
 2 guarantee to pay your deductible is not the norm.
 3 MR. HARVEY: Yeah, it's --
 4 MR. COCKROFT: So they've -- they've --
 5 they've put forth some stipulations. And they didn't
 6 ask whether or not they -- I mean, they didn't
 7 require them to have insurance. It -- it's just a
 8 stipulation. If you want a -- it's just like -- say
 9 you go to the store and there's -- you want the
 10 special. If -- you know, you've got to have --
 11 you've got to buy this item and that item or
 12 whatever, they've put stipulations on the special
 13 that they're doing that they'll pay your deductible.
 14 They're even suggesting that you should have
 15 insurance because you shouldn't just rely on the
 16 alarm because the alarm is only there to detect
 17 and/or -- and to deter. It can't prevent.
 18 MS. VEST: Right.
 19 MR. COCKROFT: So there's -- most -- I
 20 mean, you're -- you could have a -- just -- just even
 21 if the alarm works, say they smash the door in,
 22 you've had a loss with the door. I mean, you've
 23 had -- if the -- everything works fine, they catch
 24 the burglar but you still had a loss. You should
 25 have insurance for your losses to fix the broken

1 minutes then.
 2 (Short break.)
 3 CHAIRPERSON HIXSON: Okay. We're gonna
 4 call back to order this meeting of the Alarm Systems
 5 Contractors Board.
 6 Ms. Vest, I think Exhibit -- or
 7 Appearance A is here.
 8 MS. VEST: Yes, Roy Pollack. You
 9 remember from the last meeting we had some -- he
 10 brought up some questions about a rule. I did pass
 11 out information that Mr. Pollack brought to us about
 12 this rule that he wanted to talk about. There just
 13 wasn't really enough time at the last meeting so he
 14 was kind enough to come back today to discuss this
 15 with --
 16 CHAIRPERSON HIXSON: Thank you.
 17 MR. RICHARD: Ms. Vest, before we -- that
 18 Mr. Pollack gets going, I just want to let the Board
 19 know that Ray and I are associates. We do work for
 20 the same company, so just for a matter of record.
 21 MS. VEST: So since this is just a
 22 discussion, I don't see any need for you to --
 23 MR. RICHARD: Okay.
 24 MS. VEST: -- recuse yourself.
 25 MR. RICHARD: Right.

1 door, to -- it -- we're not an insurance company.
 2 MS. VEST: Okay. I -- I appreciate it.
 3 I just wanted to make sure that -- you know, a lot of
 4 people watch this. And I had never -- I know what
 5 renter's insurance is; we all do, but had never heard
 6 that in conjunction with the complaint. And the way
 7 it was -- sounded like the consumer was relying on
 8 the alarm company versus their insurance company.
 9 But the alarm company was generous enough to pay the
 10 deductible and satisfied the consumer, that's --
 11 that's good.
 12 MR. COCKROFT: The -- the -- right.
 13 They -- in normal circumstances, someone would --
 14 would have homeowner's insurance or renter's
 15 insurance and they made that promise they would pay
 16 their deductible. But this particular person, I
 17 guess, they were relying on that promise but they
 18 didn't have insurance so they didn't have a
 19 deductible.
 20 MS. VEST: Okay. Well, thank you. I
 21 wanted to clarify that.
 22 CHAIRPERSON HIXSON: And you want to take
 23 a break?
 24 MS. VEST: If you don't mind, please.
 25 CHAIRPERSON HIXSON: Okay. We'll take 15

1 MS. VEST: If we had to vote on
 2 something, I would expect you to recuse yourself.
 3 MR. RICHARD: Okay. Thank you.
 4 MS. VEST: If you would, Mr. Pollack, if
 5 you're ready.
 6 MR. POLLACK: Okay. Well, as you
 7 remember, I was here last time and spoke about the
 8 owner's language that was in the statute or the rule
 9 regarding explaining a contract. And during that
 10 discussion, several of the Board Members made
 11 different comments about what should be disclosed to
 12 the customer. And so I took most of that language or
 13 that -- those comments and put it into language on
 14 this rule with another line that simply says that the
 15 alarm company is responsible telling the customer
 16 that they should seek legal advice and it's not gonna
 17 be our responsibility to try and explain, as Mr.
 18 Cockroft mentioned, the limitation of liability
 19 clause or any of the other clauses that are in the
 20 contract since we're not lawyers and the contracts
 21 were drawn up by lawyers.
 22 As Ms. Vest had said earlier during her
 23 comments on the renter's insurance, if a technician
 24 is saying something to a customer, it could be very
 25 misleading. It could actually be incorrect, and

1 they're gonna rely on those comments as what they
2 will then bring to this Board and saying the alarm
3 company deceived me in the language of my agreement.
4 So I think this clarifies what the Board said last
5 time, a couple of items that you think should
6 actually be disclosed early on, prior to maybe even
7 signing the contract, and if there's any questions on
8 the more intricate language to seek legal advice.

9 And I guess the only question is did that
10 90-day moratorium expire, Ms. Vest?

11 MS. THOMAS: If you're referring to the
12 government's regulatory freeze, no, it's still in
13 effect.

14 CHAIRPERSON HIXSON: We have your
15 recommendations but there's nothing we can do at this
16 time.

17 MR. POLLACK: Well, I would wonder what
18 the Board would do if counsel brought a complaint
19 against an alarm company that said they didn't
20 explain every agree- -- every lan- -- every paragraph
21 in the agreement to me under the current rule.

22 MR. COCKROFT: And we probably won't know
23 until something of that -- were to happen. We --
24 we -- we can make a lot of guesses at this point.
25 But without having all the facts for one of those

1 cases, we -- I feel like we would be fair and, you
2 know, make the right decision.

3 But you -- obviously, you may not feel
4 that way but I -- I don't -- I don't know what we can
5 do at this point. I feel like our hands are somewhat
6 tied. I don't disagree with you but...

7 MR. POLLACK: Well, I would only ask that
8 this be kept as something in the back of your mind;
9 when the rulemaking opportunity does arise again, to
10 revisit it and to possibly change the language in the
11 rule that doesn't make it as -- as restrictive on the
12 alarm company. It's something that I don't think any
13 alarm company, including the members of the Board
14 could -- could really comply with, having a
15 technician that, you know, is -- is a 20-year-old,
16 25-year-old, 40-year-old, it doesn't really matter,
17 explain the legal ramifications of the terms in
18 the -- in the agreement --

19 CHAIRPERSON HIXSON: Who does --

20 MR. POLLACK: -- the --

21 CHAIRPERSON HIXSON: Who does explain
22 those to your customers?

23 MR. POLLACK: We tell them to seek legal
24 advice, have their attorneys --

25 CHAIRPERSON HIXSON: Who is we?

1 MR. POLLACK: -- look at it. Alarm
2 companies in general do --

3 CHAIRPERSON HIXSON: No, Mr. Pollack.
4 Who in your company explains the terms of the
5 contract to customers?

6 MR. POLLACK: Again, I'm not here on
7 behalf -- I'm here as a license holder and as an
8 educator. I can't speak on behalf of my company.
9 I'm not authorized to do so, so I can't do that.

10 MS. THOMAS: And if I can just address
11 the Board. I do -- I do see where Mr. Pollack is
12 coming from. I think as he brought it for a
13 discussion, that's fine. I do just want to remind
14 the Board that your charge is to protect the public.
15 And so if the Board feels the rules aren't protecting
16 the public, rather than making a requirement easier
17 for an alarm system contractor, I just want you all
18 to remember that when thinking about discussing
19 changing the rules.

20 CHAIRPERSON HIXSON: Well, that's my
21 point. You know, this is an industry-wide thing, not
22 a particular company thing. Our hands are frozen
23 right now so I really don't see that we spend anymore
24 time debating it until which time the moratorium is
25 lifted.

1 MS. THOMAS: I agree with that.

2 CHAIRPERSON HIXSON: Thank you.

3 MR. POLLACK: Thank you for your time.

4 MS. VEST: I -- I -- I don't -- as the
5 director, I don't know when that will be. We'll have
6 to get it from the -- get it from the Governor's
7 office.

8 MS. THOMAS: And I -- I'll just say,
9 roughly estimating, I would say May based on when we
10 receive notice of the 90-day but that's the initial
11 90 days. That's not to say that a new executive
12 order may not go into -- into place after that so.

13 MR. COCKROFT: And I mean, there's not
14 anything rulewise that can be changed or -- I mean,
15 if something -- I mean, it -- this -- this probably
16 does need to be changed but there's just -- there's
17 not anything we can do at this point. It's not --

18 CHAIRPERSON HIXSON: That's why I say our
19 hands are tied right now.

20 MR. COCKROFT: It's not a matter of
21 something that -- that --

22 MS. THOMAS: There -- there'd be no
23 evidence that there's a public emergency that needs
24 to be addressed by this rule change that we need to
25 try to find a way to go around the regulatory freeze.

1 Once that freeze is lifted, if the Board sees fit to
 2 revisit these rules and think about changing them or
 3 editing the language in some way, once that freeze is
 4 lifted, we'll go back to our regular process
 5 of changing the rule.
 6 CHAIRPERSON HIXSON: Okay. Thank you.
 7 MS. THOMAS: Uh-huh.
 8 MS. VEST: I believe the next thing on
 9 the agenda is gonna be my information. And we can
 10 start off, if we're ready, with the monthly report.
 11 Do we -- these are in the --
 12 MS. WILLIAMS: They're in the last one,
 13 yes.
 14 MS. VEST: Okay. You have -- this time,
 15 you have January and February. I'm gonna go over to
 16 February. Where is January?
 17 And we wanted to go ahead and announce
 18 that Keith Harvey has been reappointed. His
 19 expiration date is December the 31st of 2022. Yes,
 20 appreciate that.
 21 And the report, we've -- I send it out to
 22 you. This is where the attorneys meet. We talk
 23 about various things. And at the end of this report
 24 is something -- PSI. I was able to get the report
 25 in, their quarterly report. If you'll take a look at

1 it, it's Tennessee Alarm Contractors Board
 2 examinations statistics summary just to give you an
 3 idea of what's happening in the industry. You had
 4 two individuals take the monitoring portion of the
 5 exam; both of those passed. You had 14 individuals
 6 that did the burglar, if I can -- if that's the way
 7 I'm reading that properly. Then for the
 8 closed-circuit TV, you had nine. Fire, you had six.
 9 Now, the only individuals that take this exam, of
 10 course, is the qualifying agents. I get this
 11 quarterly.
 12 And if this is information that you would
 13 like for me to put into the packet, I'll do that
 14 whenever I get these reports. I think it's some
 15 interesting information of how many people -- you can
 16 see there how many people have taken it, how many
 17 times they have failed it, finally passed it. It
 18 kind of gives you a little history there. It also
 19 tells you how many people are in what
 20 classifications; like the 14 gonna be in the burglar
 21 classification if that's information that you're
 22 interested in.
 23 MR. COCKROFT: That is good information.
 24 I've never seen that before and I have -- it's nice
 25 to know that we have a high percentage passing

1 because I've had some people suggest that the -- that
 2 the in- -- the test wasn't fair or wasn't -- didn't
 3 apply. I have -- of course, I haven't seen the test.
 4 How often do they redo the test or...
 5 MS. VEST: We take a -- this helps us to
 6 decide if we need to review the exam questions. We
 7 just did the -- we -- you just paid the 30,000 for
 8 the new contract so the same tests are in effect. We
 9 didn't see -- whenever we sat down and took a look at
 10 this -- I had some other statistics as well -- it
 11 looks like the exam questions and individuals are
 12 passing. We can -- if we have peop- -- a lot of
 13 people that do -- say, the -- they're not able to
 14 pass the exam, they find it too hard, or they're --
 15 may say that question wasn't in the book for me to
 16 learn, whatever. We do that; then that's when we
 17 would call a special meeting and we would look at the
 18 exam. But we would do that with PSI.
 19 I don't believe any of the Board Members
 20 have ever -- well, Keith may have been.
 21 You have been with us the time that we
 22 went to the hotel and we broke out into tables:
 23 Here's burg, here's fire, here's CC, got the
 24 specialists to come.
 25 Yes, we have done that before. But I

1 don't think -- now, this is entirely up to you, I --
 2 but I don't think that these statistics warrant us to
 3 make any changes.
 4 MR. COCKROFT: The only one on there is
 5 CCTV has a low -- a lower rate than the rest. And
 6 it -- it's changed a lot in the last few years. And
 7 not -- not knowing what's on that test, it may not
 8 apply much anymore. It may be outdated information
 9 but it -- it's definitely got a lower percentage. It
 10 still has more than half passed, right. Or is it
 11 about out -- it's four -- four to three?
 12 MS. VEST: Well, we'll continue to
 13 monitor that. And as I get this quarterly, I'll
 14 bring it back to the Board and we'll look at them.
 15 MR. COCKROFT: Okay. Thank you.
 16 MS. VEST: That's -- all right. The next
 17 thing on the agenda is your budget, and this is where
 18 I get to say you've got \$98,501 as of February. As
 19 you look through the budget -- hopefully, you can see
 20 it better on the iPads now. We had some of the
 21 coloring change because even I couldn't read it once
 22 I printed it, the numbers, so we did ask that they
 23 change some of coloring, which I do appreciate that.
 24 You see November and December, we were in
 25 a deficit but we have pulled out of that deficit now.

1 Of course, we're just -- we have to have enough money
2 to run the program. We don't want to have an excess
3 stockage of fees -- of money, I should say.

4 If there's no questions on that one, the
5 legislative update, we do not have any legislative
6 update for you today.

7 We do not have any criminal history
8 reviews for you either.

9 Right?

10 MS. WILLIAMS: Huh-uh.

11 MS. VEST: We do have a request for an
12 extension. Do you see -- we've got on here Exhibit
13 B.

14 MS. THOMAS: It's item 8 on the iPad.
15 That's item 8.

16 MS. VEST: It's item 8 on the iPad. This
17 is a request from extension -- for an extension to
18 replace the qualifying agent from International Fire
19 Protection, Incorporated. They're in the
20 classification of fire only. They had asked for the
21 request. I -- I do grant the first request; the
22 second request comes before the Board.

23 MR. COCKROFT: And it would typically be
24 for 90 days or what would the -- what -- what was
25 your first extension?

1 MR. HARVEY: Second.

2 CHAIRPERSON HIXSON: We have a motion by
3 Mr. Cockroft; a second by Mr. Harvey to grant this
4 90-day extension from International Fire Protection.
5 All in favor, voice by saying aye.

6 THE BOARD: Aye.

7 CHAIRPERSON HIXSON: All opposed?
(No response.)

9 CHAIRPERSON HIXSON: The motion carries.

10 MS. VEST: All right. That's the only
11 extension that I had. We could go down now to the --
12 if it's all right -- the education report, and
13 education review, course review. If you would look
14 at the course review, Exhibit A, is ESA. They
15 wanted -- let's see. I did receive an e-mail.

16 MS. WILLIAMS: That's not it.

17 MS. VEST: That's it?

18 MS. WILLIAMS: That's going to be
19 under your -- you need to go to this right here.

20 MS. VEST: I'm sorry, that's under --
21 that's a little later in the agenda.

22 MS. THOMAS: It's under education.

23 MS. VEST: Yes, I apologize. Let's go
24 straight to the courses. I'm sorry.

25 Lou, I believe we sent you a course.

1 MS. VEST: They asked in February.

2 MS. THOMAS: Yeah, how long was the
3 extension, was it for 90 days?

4 MS. VEST: I think -- I'd have to
5 actually look that up. I thought it was 60 or 90,
6 but I'll have the attorney look that up and --

7 MR. COCKROFT: Well, what would --

8 MS. VEST: -- and it'll be that answer --

9 MR. COCKROFT: -- be the appropriate --
10 appropriate for us to approve here, a 90-day
11 extension or --

12 MS. VEST: Well, let's -- if you'd just
13 look -- let's make sure we have the information that
14 you need.

15 MS. WILLIAMS: I don't think it's more
16 than 90 days.

17 MS. THOMAS: It's 90 days.

18 MS. VEST: Okay. So it's a total of 90
19 days. It would start 90 days from today if you
20 approve it --

21 MR. COCKROFT: Okay.

22 MS. VEST: -- today.

23 MR. COCKROFT: I make a motion to grant
24 the extension for 90 days for International Fire
25 Protection.

1 MR. RICHARD: You did.

2 MS. VEST: Lydia Security Monitoring,
3 Incorporated, doing business as United Central
4 Control; advanced business development for the
5 independent alarm dealer, eight hours for continuing
6 education.

7 MR. RICHARD: So they did request the
8 eight hours. On the actual course outline, they
9 documented six so I'm gonna go ahead and approve them
10 for six.

11 MS. VEST: All right. Lou, we can stay
12 with you if you'd like. We'll go to Security
13 Solutions, Incorporated, T-R-E-D-N-E-T, Trednet; make
14 the right choice in network switches from IP security
15 applications. They asked for one hour of continuing
16 education.

17 MR. RICHARD: Yes, approved. Their CEU
18 form needs to display the course title and the hours
19 earned, the one hour, which was not on there. But
20 other than that, approved.

21 MS. WILLIAMS: I think she's the one that
22 has not responded yet.

23 MS. VEST: She is?

24 MS. WILLIAMS: She hasn't responded.
25 She's --

1 MS. VEST: This one here?
 2 MS. WILLIAMS: Yeah, these right here.
 3 MS. VEST: Yes, sir. We have reached out
 4 to the company because when I got this information,
 5 they did mark continuing education but -- for one
 6 hour but they didn't tell us in what classification:
 7 Burg, fire, CCTV, or monitoring. It wasn't complete.
 8 So we have reached out to the company and we have not
 9 had any response.
 10 MR. RICHARD: Okay.
 11 MS. VEST: So we brought this before. I
 12 didn't want somebody to be held up for these two --
 13 these courses. Is it perhaps continuing education
 14 for all four classifications?
 15 MR. COCKROFT: Well, I didn't think we
 16 were specifying. I thought that we were --
 17 MS. VEST: Just going for --
 18 MR. COCKROFT: -- for continuing
 19 education, we were accepting it --
 20 MS. VEST: For all these class -- for all
 21 of them?
 22 MR. COCKROFT: That's what we've been
 23 doing. We haven't been --
 24 MS. VEST: Okay.
 25 MR. COCKROFT: -- specifying, I don't

1 believe. We have on the initial application or
 2 initial training but we haven't on -- on CEUs.
 3 MS. VEST: All right. In this case, Lou,
 4 how did you feel about the courses?
 5 MR. RICHARD: I thought the courses were
 6 good --
 7 MS. VEST: All right.
 8 MR. RICHARD: -- so we're good.
 9 MR. COCKROFT: I didn't think you were
 10 tracking the CEUs, though, by -- by category, though,
 11 when they were -- when the renewals --
 12 MS. VEST: The form was not complete.
 13 MR. COCKROFT: Okay.
 14 MS. VEST: You know, sometimes you'll
 15 say, well, Cody, you -- they submitted this and the
 16 form so I'm try- -- I'm trying to get these forms
 17 complete.
 18 MR. COCKROFT: Well, do we know, do we
 19 look at the --
 20 MS. VEST: I can take it off and --
 21 MR. COCKROFT: No, I -- I don't mean
 22 about that as far as the applying. But when we're --
 23 when someone sends in CEUs with their renewal, are we
 24 looking at that? Are we looking at the different
 25 kind of CEUs for different categories?

1 MS. VEST: I think the answer is no to
 2 that.
 3 MR. COCKROFT: That's what I thought so I
 4 didn't think it mattered what category it was in.
 5 MS. VEST: Then we will --
 6 So you've approved both of these --
 7 MR. RICHARD: Only courses just with that
 8 modification to their certificate.
 9 MS. VEST: They need to do, what? I'm
 10 sorry.
 11 MR. RICHARD: They need to actually
 12 have -- have the course title on it, which it's
 13 blank, and the hours are -- which are one.
 14 MS. VEST: All right. We'll continue to
 15 reach out to them. And this is what we're gonna talk
 16 to them about, instead of the course title and having
 17 the number of hours on the certificate instead of
 18 actually filling the form out.
 19 MR. COCKROFT: And that's mostly for your
 20 purposes. That's...
 21 MS. VEST: Well, we need to know --
 22 MR. COCKROFT: Right.
 23 MS. VEST: -- what --
 24 MR. RICHARD: Right.
 25 MS. VEST: -- they're taking.

1 CHAIRPERSON HIXSON: Okay. So that takes
 2 care of number 1 and 3.
 3 MS. VEST: Number -- Number 3, yes.
 4 CHAIRPERSON HIXSON: Who had the ADI
 5 Global?
 6 MR. COCKROFT: I -- that's the one I had,
 7 I believe. And it -- it looked like a comprehensive
 8 class. It was about fiber and copper for -- but it
 9 would mostly apply to CCTV but I didn't think there
 10 again that we were doing for category so it would be
 11 good --
 12 MS. VEST: Okay.
 13 MR. COCKROFT: -- for the four hours of
 14 CEUs.
 15 CHAIRPERSON HIXSON: And then the last,
 16 Security Solutions.
 17 MS. VEST: Wait. No. Well, hold on just
 18 a second, Madame Chair.
 19 Scott, for this one here --
 20 MR. COCKROFT: He doesn't have the --
 21 what it -- we don't have the --
 22 MS. VEST: He doesn't -- he didn't
 23 supply -- we -- we've --
 24 MR. COCKROFT: The person?
 25 MS. VEST: I hate to hold these people

1 up -- and, of course, we meet every other month --
 2 but there was information that they didn't supply us,
 3 like, résumés or even the certificates.
 4 MR. COCKROFT: Okay.
 5 MS. VEST: So if we want to --
 6 MR. COCKROFT: So if we move to --
 7 MS. VEST: -- hold off on it --
 8 MR. COCKROFT: -- hold it based on that.
 9 MS. VEST: I really don't know -- let me
 10 ask this question: If it that com- -- completely
 11 complete, do you want me to bring them to you?
 12 MR. COCKROFT: I don't know that it's
 13 necessary for -- the -- to -- to bring to us if
 14 we're -- if we don't have everything. I -- the --
 15 the course looked like fine to me and I'm comfortable
 16 approving the course. But if we don't have --
 17 MS. VEST: We don't have --
 18 MR. COCKROFT: -- the instructor proof --
 19 MS. VEST: -- the instructor --
 20 MR. COCKROFT: -- to go with it,
 21 it's kind of --
 22 MS. VEST: -- the résumé for the
 23 instructor --
 24 THE REPORTER: (Indicating.)
 25 MR. COCKROFT: Wait --

1 if that -- if that's okay, I'm going to say approved
 2 based on getting the required information.
 3 MR. RICHARD: Yes.
 4 MS. VEST: If I do not receive the
 5 required -- required information by the board
 6 meeting, do you want me to bring this back? Do we --
 7 CHAIRPERSON HIXSON: No, 'cause I -- I --
 8 I don't think it should -- bringing it back because
 9 they've not submitted the --
 10 MR. RICHARD: I mean, if the --
 11 CHAIRPERSON HIXSON: -- paperwork.
 12 MS. VEST: Just take it off the list?
 13 MR. RICHARD: Yeah.
 14 MR. COCKROFT: It just wouldn't be --
 15 (Indiscernible cross-talk.)
 16 CHAIRPERSON HIXSON: (Inaudible.)
 17 MR. RICHARD: It would be following
 18 simple instructions because it's --
 19 CHAIRPERSON HIXSON: Because --
 20 MR. RICHARD: -- respond.
 21 THE REPORTER: (Indicating.)
 22 CHAIRPERSON HIXSON: Because --
 23 MR. COCKROFT: Too many people talking.
 24 I'm sorry.
 25 THE REPORTER: Thank you.

1 MS. VEST: -- or even a copy of the
 2 certificate.
 3 CHAIRPERSON HIXSON: Then we can approve
 4 it pending them submitting the required paperwork.
 5 MS. VEST: Yeah, that'd be good. I don't
 6 want to hold up a QA if he needed to take this so
 7 that's why -- want to look at that. Approval based
 8 upon getting the required information --
 9 CHAIRPERSON HIXSON: Yes.
 10 MS. VEST: -- is that all right?
 11 MR. COCKROFT: Yes.
 12 CHAIRPERSON HIXSON: So the last course,
 13 introduction to HDMI.
 14 MR. RICHARD: That was mine.
 15 CHAIRPERSON HIXSON: Okay.
 16 MR. RICHARD: Let's see. So the same
 17 thing with that one, it's approved. It's a good
 18 course. But they need to put the title on the
 19 certificate and the hours earned.
 20 MS. VEST: So we have the same company,
 21 the same --
 22 MR. RICHARD: Yes.
 23 MS. VEST: -- the same problem?
 24 MR. RICHARD: Same people, yes.
 25 MS. VEST: We wanted to -- well, I -- and

1 CHAIRPERSON HIXSON: In other words, no,
 2 don't bring it back. And if they don't comply with
 3 what's required, take them off.
 4 MS. VEST: Take them off the list. All
 5 right.
 6 CHAIRPERSON HIXSON: Okay. We need a
 7 motion with the modifications about -- noted for the
 8 these four classes.
 9 MR. COCKROFT: I mean, I -- I make a
 10 motion to approve all four classes for continuing
 11 education with the -- one of them was at 6 hours
 12 instead of 8; is that correct?
 13 MS. VEST: Yes.
 14 MR. RICHARD: Yes, that's correct.
 15 MR. COCKROFT: And all conditionally upon
 16 receiving the information that Cody needs as far as
 17 instructor information and certificates. Is that
 18 correct? Is that all you need?
 19 MS. VEST: Yes.
 20 CHAIRPERSON HIXSON: And numbers of hours
 21 on the course.
 22 MR. COCKROFT: And number of hours on
 23 the -- their certificate.
 24 CHAIRPERSON HIXSON: Okay. We have a
 25 motion by Mr. Cockroft to approve these courses for

1 continuing education with the changes noted in the
 2 minutes. Do we have a second?
 3 MR. RICHARD: Second.
 4 CHAIRPERSON HIXSON: And a second by Mr.
 5 Richard. All in favor, voice by saying aye.
 6 THE BOARD: Aye.
 7 CHAIRPERSON HIXSON: All opposed.
 8 (No response.)
 9 CHAIRPERSON HIXSON: It's approved.
 10 MS. VEST: That is all that I had, Madame
 11 Chair.
 12 CHAIRPERSON HIXSON: Okay.
 13 MS. VEST: Oh, no, I'm -- I'm kind of off
 14 kilter today. I wanted to do it in a certain order
 15 but it wasn't the proper order. All right. So I do
 16 have something else if that's all right. It was the
 17 one I tried to give you just a moment ago.
 18 CHAIRPERSON HIXSON: We have a course
 19 review from ESA. Is that the one we need to be
 20 looking at?
 21 MS. VEST: The -- it should be --
 22 CHAIRPERSON HIXSON: Number 10 --
 23 MS. VEST: No.
 24 CHAIRPERSON HIXSON: -- I think.
 25 MR. COCKROFT: Well, there's 10 and 11.

1 I and CEUs.
 2 This company's working on getting
 3 approved in many states so I have done research to
 4 see who owns the company. It turns out the
 5 stakeholders are three Vivint employees -- V-I-V-I-E-
 6 -- no, V-I-V-I-N-T, Vivint, employees who lead their
 7 licensing and compliance division. See below for
 8 more information on these employees.
 9 She's also attached the entity's school
 10 license from Texas. She watched the board meeting.
 11 She watched the --
 12 I watched the board meeting and did not
 13 see or hear that the Board was aware that this
 14 appears to be a Vivint endeavor so I'm not sure if
 15 this was disclosed to the Tennessee Alarm Contractors
 16 Board. I would hope if it had because of the
 17 potential conflict of interest that they are training
 18 their own employees. I believe that a board permits
 19 this but I thought it needed to be disclosed.
 20 I stopped and started so I do apologize
 21 for that.
 22 The association is contacting us to tell
 23 us who owns that.
 24 And you approved those courses.
 25 CHAIRPERSON HIXSON: Did they disclose to

1 CHAIRPERSON HIXSON: Yeah.
 2 MR. COCKROFT: There's Exhibit A and
 3 Exhibit B on the course review.
 4 CHAIRPERSON HIXSON: 10.
 5 MS. VEST: I don't see it.
 6 MS. WILLIAMS: You just had it.
 7 MS. VEST: I know, I thought I did.
 8 MS. THOMAS: Yeah, that --
 9 MS. WILLIAMS: Here.
 10 MS. VEST: I just took that off of there.
 11 MS. THOMAS: Yeah, it's on the back.
 12 MS. VEST: All right.
 13 CHAIRPERSON HIXSON: What is this?
 14 MS. VEST: It's from the ESA.
 15 MS. THOMAS: Yes.
 16 MS. VEST: All right. If it's all right
 17 with you, I'll read this into the record so we'll
 18 know what the Electronic Security Association was
 19 asking -- or stating. It says: Hi, Cody, I hope
 20 you're doing well. For what it's worth, I wanted to
 21 make sure -- make you aware of some information I
 22 learned recently about a training provider, the
 23 Training Academy, that the Tennessee Alarm
 24 Contractors Board approved on 2/21 of '19 to conduct
 25 employee initial training equivalent to the ESA Level

1 you that they were --
 2 MS. VEST: Is that a requirement?
 3 CHAIRPERSON HIXSON: I'm just asking was
 4 it disclosed.
 5 MS. VEST: Well, no, I --
 6 MR. COCKROFT: I don't know that it would
 7 have --
 8 MS. VEST: No.
 9 MR. COCKROFT: -- mattered.
 10 MS. VEST: We don't --
 11 MR. COCKROFT: Typically, though, if
 12 someone was doing their own training, they would
 13 submit it under their company name. I mean --
 14 MS. VEST: Yeah.
 15 MR. COCKROFT: -- there -- there are
 16 other companies, large national companies, that
 17 submit classes with their name on it.
 18 I -- in this, we don't know from this
 19 whether this a side entity that the -- these three
 20 guys have set up. I don't know that that would have
 21 made a lot of difference. We did look at in the same
 22 way. For the -- for the initial employee, we were
 23 still looking for something that was proctored. And
 24 if I -- I believe that they -- they said it was a
 25 proctored class, if I remember right. I guess that

1 could have some bearing on it if the proctor's their
2 own -- are their own employees.

3 Do we have any other information, what
4 the --

5 MS. VEST: No, that's all. I think they
6 were -- they were -- they -- they were just bringing
7 it to our attention.

8 MR. COCKROFT: What is Exhibit B? Is it
9 related to this or --

10 MS. VEST: No.

11 MR. COCKROFT: Okay.

12 MS. VEST: I think it's just information.

13 When we do approve these courses, we look at them;
14 we're required to get certain information, who the
15 instructors are, their résumés. I don't think we go
16 in and -- I know I don't. I don't go see who owns
17 the company.

18 MR. COCKROFT: Right.

19 MS. VEST: So I think it's just
20 information that they want us -- she -- wanted us to
21 be aware of.

22 MR. COCKROFT: And I don't believe
23 there's any rule or anything that states someone
24 would have to disclose that they were doing training
25 for their own employees.

1 MS. VEST: All right. I just wanted to
2 make sure.

3 MR. COCKROFT: Does anyone else have
4 any --

5 MS. VEST: Since it's from the
6 association --

7 MR. COCKROFT: -- concern about it --

8 MS. VEST: -- I brought it to your
9 attention; is there anything else that you felt like
10 I needed to do on that.

11 CHAIRPERSON HIXSON: It kind of gotten
12 disclosed today.

13 MS. VEST: All right. If it's all right,
14 we'll just move right on to Exhibit B but for Exhibit
15 --

16 MS. THOMAS: Item 11.

17 MS. VEST: Do what?

18 MS. THOMAS: Item 11.

19 MS. VEST: It's item 11 on your iPad. I
20 will reach back out to the ESA and tell them that I
21 did present that information to the Board and thank
22 you very much.

23 This is a -- sort of a re-present here.

24 This is from the Alarm Academy. You had asked some
25 questions and they have responded how they were going

1 to administer their exams. They wrote back that --
2 telling me there's three ways that they would -- that
3 they could do. We'd like to hire a third party to
4 administer the exam, number one. Number two, we
5 would video conference the student taking the exam.
6 Three, we would proctor the exam in person.

7 Is everybody to number 11?

8 (No response.)

9 MS. VEST: I will reference back to the
10 February the 22nd e-mail. It says: We're exploring
11 the idea of proctoring the online exam through a
12 video recording process using a smart phone, tablet,
13 or computer camera which would afford the instructor
14 the ability to watch the test-taking process. Would
15 something like this be acceptable in lieu of making
16 the test taker go to a physical test center?

17 So your question -- you had some
18 questions and that's what we presented to them, how
19 they would be proctoring the exam and these are one
20 of the three ways.

21 MR. COCKROFT: And this is the same --
22 this is the company that was referenced in the other.
23 I mean, my only concern with knowing that other
24 information is that if this is actually the company
25 and they're -- because then they would be

1 proctoring -- they would be proctoring their own exam
2 if they're saying they would proctor it in person.
3 If the Alarm Academy is truly a separate entity --
4 and it may be something that employees of the company
5 just set up to -- that isn't related. But that was
6 our concern but what -- aside from knowing who they
7 were or who owned the company was that it be
8 proctored properly.

9 MS. VEST: Yes, sir. This refers back to
10 the one you just heard previously.

11 MR. COCKROFT: I guess of these options,
12 my concern would be the video conference. It --
13 it -- they might need to be present that more in
14 depth. We had someone do that before. I don't think
15 that was ESA. I think it was somebody else video
16 conferencing but it was quite in depth. It wasn't
17 just a video camera. It wasn't just a video
18 conference.

19 MS. VEST: I think what they're asking,
20 if I'm looking at this correctly, they're asking the
21 Board which way would you prefer that they do this.
22 They gave you -- they gave three options. Does the
23 Board have an opinion on that? Have we required
24 other -- all the exams to be proctored in the past?

25 MR. COCKROFT: I believe all of them that

1 are for initial employee application are; not for
2 CEUs. But I don't think anything that's a course for
3 initial application is a proctor in some form.

4 MR. HARVEY: Well, it should be proctored
5 in some form.

6 MR. COCKROFT: Well, I don't think we've
7 approved anything that is a proctor that -- that's an
8 initial application.

9 MR. HARVEY: Right. I'm -- I've just
10 heard cases where the unproctored exam, was taking
11 them online are being cheated. And maybe for CEUs,
12 that's not the end of the world but --

13 MS. VEST: Speak in (indicating).

14 MR. HARVEY: I -- I think definitely
15 for -- for -- for an initial app and all, we -- we
16 need proctored exams. That's just my opinion.

17 MR. COCKROFT: And I believe that is what
18 we sent back to them so they're sending these three
19 options. I -- I take it that they would like to do
20 them any one of those three. But if they're asking
21 for a suggestion, I'd pick number one, they hire a
22 third party to administer the exam, but I want to be
23 fair. I don't -- I don't want to require anything of
24 them that we haven't required from anyone else.

25 MR. HARVEY: So are we asking the

1 question do we trust them to proctor their own exam?
2 Is that what we're asking?

3 MR. COCKROFT: I think that's what we're
4 asking on the third one there. And the -- on the
5 video conference, I think they should provide more
6 evidence of how it would be proctored because the one
7 company that -- that does do a video proctor now is
8 rather in depth. And they presented to us in person
9 how they were doing that. Do we have -- do you know
10 of any -- any other courses where a company proct- --
11 is their own proctor?

12 MS. VEST: Not that I'm aware of.

13 MR. COCKROFT: Are there national
14 companies --

15 MS. VEST: No.

16 MR. COCKROFT: -- that have their own --

17 MS. VEST: I'd have to look. No, sir,
18 not right off the top of my head.

19 MR. HARVEY: I don't -- I don't know that
20 I have a lot of heartburn with them proctoring their
21 own if -- if they had guidelines to go by, you know.
22 I'll kind of leave that at that maybe.

23 MS. VEST: Well, do we need to ask the
24 gentleman to come in if you have specific questions?

25 I don't exactly know where they're located at. It's

1 a 741 number. No, 714, excuse me. But that --
2 nowadays, that doesn't mean anything. He could be
3 right here in Nashville; just has a long distance
4 telephone number. Just tell me what you would like
5 for me to do.

6 MR. COCKROFT: And is there a standard
7 for a third party to proctor? Is -- I mean, I know
8 we use a particular company.

9 MS. VEST: Yes, we use PSI.

10 MR. COCKROFT: But are there standards
11 for that? I mean, if we send a third party --
12 because this isn't specific. I mean, someone could
13 set up a company that's the proctor company and
14 then --

15 MS. VEST: Well, with PSI --

16 MR. COCKROFT: -- the third party
17 proctor --

18 MS. VEST: -- they have -- they have a
19 contract with the State.

20 MR. COCKROFT: Right.

21 MS. VEST: There's certain requirements
22 that they have to meet, yes, sir.

23 MR. COCKROFT: But if -- if we approved
24 it as a third party -- if we just said a third party
25 needs to administer it, we don't really have any --

1 we don't know of any standards that'll be met because
2 we're not saying it has to be PSI or some other
3 company. I think we ought to hear from them how they
4 plan to proctor it so -- whether it be a third party,
5 or in person, or video, any of that. We could
6 probably do a teleconference or something, could we
7 not, or -- if it's -- if it's not convenient --

8 MS. VEST: Yes. If they're not able to
9 come in, we could certainly do that at the next
10 meeting. We have the capability for them to call in,
11 yes, sir.

12 MR. HARVEY: But I mean, isn't that --
13 isn't that their question as a whole, is how do y'all
14 want us to proctor it; then we would ask them how
15 they intend to proctor it? I mean, it's -- isn't --
16 isn't that kind of a back and forth? I mean, what's
17 wrong with us just saying? I mean, it's --

18 MR. COCKROFT: Well, is there a
19 recognized -- I mean, I know there's -- in the alarm
20 industry, there's UL and FM, but is there recognized
21 third party testing? I don't know if there's such a
22 thing in the -- the testing world, if there's a
23 standards place for -- that PSI meets or -- or if
24 there are others, there's competition for PSI.

25 MS. VEST: Yes, sir. The contracts go

1 out and then they have to bid on the contracts, yes,
2 sir.
3 MR. COCKROFT: I'm -- and I -- and for as
4 far as to meet a State standard but I didn't know if
5 there was like a general -- like a --
6 MS. THOMAS: Not that I'm aware of.
7 MR. COCKROFT: -- a third party standard,
8 some sort of an agency that tests the testing agency.
9 MR. HARVEY: Doesn't -- doesn't --
10 MS. VEST: Not that I'm aware of.
11 MR. HARVEY: -- the T- -- the TNESA,
12 don't they have a third party proctoring company that
13 they use?
14 MS. VEST: I don't know.
15 MR. COCKROFT: I don't know.
16 MR. HARVEY: Oh, I -- I think they do
17 but --
18 MR. COCKROFT: I think they also proctor
19 their own. But -- but -- and granted, the ESA, it
20 may be a -- you know, an instructor may also be
21 instructing his own people but it is a third party.
22 There's -- there is oversight. And the -- that
23 association is an entity that's a true third party
24 that's -- that's oversight of all of it. They -- you
25 know, they wouldn't allow someone to just blatantly

1 response to this inquiry that -- to hire a third
2 party to administer exams. And this request comes
3 from Jason --
4 MS. VEST: Lindquist.
5 CHAIRPERSON HIXSON: -- Lindquist at the
6 Alarm Academy. All in favor, voice by saying aye.
7 THE BOARD: Aye.
8 CHAIRPERSON HIXSON: All opposed.
9 (No response.)
10 CHAIRPERSON HIXSON: The motion carries.
11 Ashley, does that take care of all that
12 we need to address on that for now?
13 MS. THOMAS: Yes.
14 MS. VEST: And then if they do have any
15 other questions, whenever we contact them, I'll give
16 them the option to come to the meeting, explain it.
17 Or if they're out of state, we'll let them to do a
18 call-in if -- that's --
19 CHAIRPERSON HIXSON: Yeah, we would --
20 MS. VEST: -- the way I look at it.
21 CHAIRPERSON HIXSON: If they do, you may
22 want to go ahead and put them on notice to be
23 available on --
24 MS. VEST: Yes.
25 CHAIRPERSON HIXSON: -- that day in June

1 give out tests that weren't being properly proctored.
2 If they were asking us -- I guess I would
3 make a motion that we would accept they're proctored
4 through a third party to administer the exam. Or
5 they could come in and explain to us what their other
6 methods of proctoring would be.
7 MR. POLLACK: (Indicating.)
8 CHAIRPERSON HIXSON: He wants to speak.
9 MR. POLLACK: Cody, when we -- when we
10 submit our course, we gave you a third party and how
11 they do it online to proctor our exams. So we do our
12 own training in-house and then the third party tests.
13 And we outline for you exactly what that -- how that
14 third party did that.
15 MS. VEST: But you do use a third party?
16 MR. POLLACK: Yes.
17 CHAIRPERSON HIXSON: So you made a
18 motion --
19 MR. COCKROFT: I'm --
20 CHAIRPERSON HIXSON: -- to recommend the
21 third party proctor?
22 MR. COCKROFT: Yes. Yes.
23 MR. HARVEY: I will second it.
24 CHAIRPERSON HIXSON: Okay. We have a
25 motion by Mr. Cockroft and a second by Mr. Harvey in

1 when the alarm meeting's -- the Alarm Board meeting
2 is to resolve it then, whatever.
3 Anything else?
4 MS. VEST: No, ma'am, I don't have any
5 unfinished business. I don't have any new business
6 either.
7 CHAIRPERSON HIXSON: Okay. Anything from
8 the Board?
9 MR. COCKROFT: Did we ever get a response
10 from the City of Memphis about -- we -- we sent a
11 letter, I believe, about the false alarm fines.
12 MS. VEST: Do you want to address that?
13 MS. THOMAS: Yes. That letter is still
14 being reviewed by the administration to go out. We
15 want to get an actual person rather than just sending
16 it to the office because we want to be able to have
17 someone to contact should we get any additional
18 complaint -- any complaints about it because I know
19 this came from a news article. So we're just trying
20 to make sure we have the correct people for
21 contacting -- contacting purposes.
22 CHAIRPERSON HIXSON: Okay. Thank you to
23 everybody for being here today. The meeting's
24 adjourned.
25 MS. VEST: Okay. Thank you.

(WHEREUPON, the foregoing Board Meeting was concluded at 10:43 a.m.)

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, SARAH N. LINDER, Licensed Court Reporter, with offices in Nashville, Tennessee, hereby certify that I reported the foregoing board meeting of the ALARM SYSTEMS CONTRACTORS BOARD by machine shorthand to the best of my skills and abilities, and thereafter the same was reduced to typewritten form by me.

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