STATE OF MINNESOTA
PRIVATE DETECTIVE AND PROTECTIVE AGENT SERVICES BOARD
1430 Maryland Avenue East, St. Paul, Minnesota
SEPTEMBER 29TH, 2015
SYNOPSIS
Meeting is in Room W249

Hodsdon called the August 2015 meeting of Private Detectives and Protective Agents Board to order at 10:03 AM.

1. REVIEW OF AUGUST 2015 MEETING MINUTES & SEPTEMBER 2015 AGING REPORTS

Hodsdon asked if there was a motion to approve the August 2015 meeting minutes. Wohlman made a motion to approve the minutes. Hessel seconded. The motion carried.

2. CURRENT CONTINGENCIES

PDI #1090 – Evidentiary Services, LLC. At the July meeting the Board granted a 60 day contingency to allow license holder to obtain required training. The required training was received.

Cook had no further comments. Hessel motioned to lift the contingency on Evidentiary Services, LLC. Moen seconded. The motion carried.

3. RENEWAL CONSENT AGENDA

Cook is requesting a motion of approval for the following reissuance's as they have provided all materials and have no issues:

LICENSE HOLDERS		
PAC	**1095**	**NMS Security Services, LLC**
PDC	**708**	**Whitemore Fire Consultants, Inc.**
PDC	**797**	**PROtective Services, Inc.**
PDC	**966**	**EPI Investigations, Inc.**
PDC	**993**	**Joynes, Shellum and Good, LLC**
PDC	**999**	**Bonnamy & Associates, LLC**
PDC	**1008**	**Inner Scope Incorporated**
PDI	**789**	**Gregory St. Onge**
PAC	**13**	**Rochester Armored Car**
PDC	**1046**	**Metro Private Investigations, Inc.**
PDI	**268**	**Michael K. Flanders**

Hodsdon asked if there was a motion to approve the above license renewals. Moen motioned for the approval. Wohlman seconded. The motion carried.

4. RENEWALS WITH ISSUES

PDC 881 - InfoPro Legal Resources, Inc.
The license holder was late in submitting their packet, they sent the wrong check amount and there was a question as to number of employees; 20 listed on renewal form, 12 on Affidavit of Training. There was no Proof of Financial Responsibility provided. The license holder was notified of these issues Cook stated he had just received more documentation from them about fifteen minutes prior to the meeting, and that he would need more time to look over it.

Hodsdon questioned if there was a motion to grant a contingency for PDC 881. Moen made a motion to grant the contingency. Wohlman seconded. The motion carried.

PDI 960 - Michael Sackmann
The Agency had not received the license holders renewal packet. Agency attempted to contact license holder multiple times with negative results. Hodsdon asked if Cook would recommend a contingency. Cook affirmed that he would recommend a contingency to see what is going on. Wohlman motioned for a contingency to be granted. Hessel seconded. The motion carried.

PDC #955 – Cadfael Investigative Group
Cook stated that the license holder was granted a contingency sixty days ago. He did submit course material, but the material was not Board certified or previously approved. Cook directed the Board to the license holder's explanation letter. Cook stated that the classes were adequate, but he had submitted them without previous approval. Hodsdon inquired if the license holder submitted the curriculum and materials of the class. Cook affirmed that he had. Hodsdon questioned if everything else was in order besides this issue. Cook affirmed that it was. Hodsdon suggested a letter of education be sent to the license holder. Hessel motioned that PDC 955 be renewed. Moen seconded. The motion carried.

PAC 218 – ABM Security Services, Inc.
Cook explained that at the previous meeting, the Board requested for Mr. David Jankowski, Qualified Representative, to appear before the Board to explain their training issues as some of their employees received their Preassignment training outside of the required 21 days.

Hodsdon stated that what brings Mr. Jankowski to the Board was the extensive list of missed training class deadlines. Jankowski explained that he was informed of new hire training for the officers from the prior branch manager. He took this position in the middle of July 2014. Jankowski stated that he would take responsibility going forth.

Jankowski explained that moving forward, he has scheduled training classes twice a month to make sure that no one goes over the twenty-one day or less requirement from the hire date to the training date. These training sessions will occur the first and third week of every month. A day and evening class will be offered to ensure that everyone that needs the class will have the chance to take it. Jankowski stated that he has also been having weekly conference calls with other managers, so that if someone slips through the cracks, that can be addressed. He stated that he also does this to communicate which employees need what type of training.

Hessel questioned Jankowski if they would be providing the training themselves or if they would hire an entity to do this for them. Jankowski affirmed that he himself would be providing the training. Moen asked how many employees there are at ABM. Jankowski stated that there are approximately 300 employees.

Hodsdon noted a huge improvement with the company since Jankowski had taken over in July 2014. Wohlman asked who the owner of ABM security is. Jankowski explained that it was ABM Onsite Services and that ABM's main office is located in Houston, Texas. Wohlman questioned who Jankowski's boss was. He explained that his direct supervisor was Carrie Keff who is a director of security based out of Chicago. Wohlman questioned if Carrie Keff was involved with the prior Qualified Representative/Minnesota Manager. Jankowski answered that he was not.

Wohlman noted that ABM appears to have had a history and that the company has a responsibility to oversee what each company is doing, including the Qualified Representative and Minnesota Manager in all of their offices. Wohlman stated that he believed it would be appropriate if ABM did receive a fine out of this. Wohlman questioned Jankowski that if the Board did fine ABM if it would come out of ABM's pocket or his. Jankowski explained that the money would come from his budget.

Cook noted the issue from back in July 2014 that the Qualified Representative/Minnesota Manager position had been open for a year before anything was done about it. He stated that that was a concern to the Agency.

Wohlman suggested a level 3 ($250.00) or a level 4 ($499.00) penalty be applied. Hodsdon questioned if there was a motion to Wohlman's suggestion. Wohlman motioned to remove the contingency with a level 3 fine. Hessel seconded. Moen noted that the fine would be based on the culpability of their agency as well as the potential harm. The motion carried. Cook explained that the payment needed to be received within thirty days and that he would send Mr. Jankowski an official letter.

5. **TABLED : None**

6. LAPSED LICENSES: None

7. EXPIRED: None.

8. SURRENDERED LICENSES:

PAP #236 - Dunn Livery.
PAI #333 – Atif Mirza/ Securus Security Services.

9. TRAINING COURSE & INSTRUCTOR APPROVALS:

TYPE	PROVIDER	INSTRUCTORS	COURSE NAME	HRS
PPA	Clennon Security	Todd Clennon	Protective Agent Preassignment	12
CPA	Clennon Security	Todd Clennon	Basic Skills for Security	6
CA	Archway	Peter Johnson	Active Shooter	6
CA	Archway	Peter Johnson	OC Pepper Spray	6
CA	Archway	Peter Johnson	Pistol, Rifle, Shotgun	8

PROVIDER	INSTRUCTORS
Clennon Security	Todd Clennon
Centurra Security	Edmond Brouillet
Centurra Security	Warren Pyle
Archway Defense	Peter Johnson

Moen motioned for the approval for the training courses as well as instructor certifications. Hessel seconded. The motion carried.

10. OFFICER CHANGES – Consent Agenda:

License Holder Business Name:	Environmental Process Investigations (EPI)
License Type/Number:	PDC 966
Change from:	Charles Lane (CEO and QR)
Change to:	Michael Berreau (CEO and QR)

License Holder Business Name:	NMS Security Services, LLC
License Type/Number:	PAC 1095
CEO Change from:	Ronald Otte
CEO Change to:	William Tandeske

License Holder Business Name:	Global Options Services, Inc.
License Type/Number:	PDC 1047
CEO Change from:	Franklin Pinder III
CEO Change to:	David Finney

License Holder Business Name:	Twin City Security, Inc.
License Type/Number:	PAC 223
CEO and CFO Change from:	Larry T. Shrider (senior)
CEO and CFO Change to:	Larry J. Shrider (junior)

Hessel motioned for the approval. Wohlman seconded. The motion carried.

11. NEW LICENSE APPLICANTS – Present:

Applicant Business Name:	Huffmaster Crises Response, LLC
Type of License Applying For:	Corporate Protective Agent
Physical Address:	1300 Combermere, Troy MI 48083
Local Address:	TBD

Cook explained to the Board that Scott Hielsberg was looking to be Huffmaster's Minnesota Manager and would be representing them today. Cook advised Hielsberg that if he chose, he would be able to make an opening and/or closing statement. Mr. Hielsberg stated he did not want to make a statement.

Hodsdon noted that the company had applied previously in 2011, but had removed themselves from the process. Hodsdon asked that Mr. Hielsberg explain the company's expected scope of practice. Hielsberg explained that Huffmaster is a crises response company that deals with strikes. He stated that the company practices all over the country and that a lot of employees are retired law enforcement and military. Hielsberg stated that they have had a relationship with the company for about five years. He also stated that besides him, there are also two other unarmed employees' onsite. Cook questioned if the employees were currently working security for Huffmaster. Hielsberg affirmed that they were working for him under his own license.

Wohlman questioned if working strikes was something that Hielsberg did a lot of. Hielsberg affirmed that he had not done a lot with them, but the last couple of years, he was involved with four or five different strikes. He explained he had worked a strike in Chanhassen. Wohlman questioned what major strikes Hielsberg has done with a lot of people. Hielsberg stated he had done none. Wohlman asked if there was a major

strike, if Huffmaster would fly anyone in to do special training for these strikes. Hielsberg replied that no one would be conducting special training and that he would be training employees. Cook stated there are specific statutes regarding security and strikes. He explained that they try and highlight the statutes regarding strikes. Wohlman asked if Hielsberg would meet with a client before a strike occurred. Hielsberg affirmed that the company would meet with the client.

Hodsdon noted that Huffmaster's local address said "to be determined", and questioned what the company's plan would be with that. Hielsberg advised that the company would share Talon's office address: 1552 White Bear Avenue, St. Paul, MN 55106. Hodsdon asked the Board if there was a motion. Hessel motioned that Huffmaster Crisis Response be granted a license with Scott Hielsberg as the Minnesota Manager. Wohlman seconded with one added statement. He stated that it would have been nice to have Ryan E. Huffmaster or Ryan D. Huffmaster present to ask them some questions of their experience with crisis response. Cook stated that he did not ask Huffmaster to come. He explained that they are a well-established company and that the two are both well qualified with a history of law enforcement.

Moen questioned Wohlman what specific concerns he had with the company. Wohlman stated that the training on strike is more involved than just doing the pre-assignment training. There is a lot of detail that needs to go into the training. For example, the employees need to know that the people have the right to strike. Cook added that 326.3384 under prohibited acts, there is a whole section on labor disputes and strikes.

Wohlman stated that it would have been nice to have had the Huffmasters present to give a little more detail on what they actually do train because every state law is different. Cook stated that if Wohlman wished, he could either request them to come to a future meeting or request a letter from them explaining that information for him. Wohlman affirmed it would be nice to get a letter from them with specifics. The Board unanimously voted in favor of the license and the motion carried.

Applicant Business Name:	Rita M. Fox Investigations
Type of License Applying For:	Individual Private Detective
Physical Address:	4041 Perry Ave N., Robbinsdale, MN 55422

Cook advised Rita Fox that if she chose, she would be able to make an opening and/or closing statement. Ms. Fox stated that she wanted to thank the Board for considering her application. Hodsdon asked Ms. Fox to explain the general scope of the business. Ms. Fox explained what she would hope to do, if granted a license, is to pursue investigations involving vulnerable adults. She stated that with the aging of Baby Boomers, it's becoming more of an issue. She stated that with how the court systems handle these types of situations, it leaves a gaping hole as far as detections are in place. She would like to be the person who provides that information.

Hodsdon noted that Ms. Fox is applying for a private detective license and that she had a history in security. He stated that these are two separate licenses. Hodsdon then questioned her position in the security company. Ms. Fox explained that she had been working part-time security for the past ten-plus years. She explained that she had several roles within the company: working at various posts, technical writing, and training other officers.

Wohlman questioned Ms. Fox if she had had any other experience in investigations other than when she was with child protection and security. Ms. Fox stated that within the scope of working private security, they are investigating components such as with certain accounts and who is unauthorized to enter the building. She also stated they sometimes have to perform other investigative tasks such as looking back onto video footage to find a subject or a license plate.

Wohlman stated that the reason he asks is that a private detective license is almost limitless. Wohlman explained that there have been past issues with entities that go into the business saying that they will be specializing in a specific field, but then end up getting into something else that they don't have the knowledge to handle, which leads to complaints. Ms. Fox stated that she understood and agreed with Wohlman. She stated that there are so many different areas of private investigations that she doesn't want to get in over her head. She also stated that it would be possible she may work with other private investigators to gain experience in different areas. She went on to explain her previous extensive work experience with government agencies and investigations for social services.

Hessel questioned Ms. Fox if she was going to be armed. Ms. Fox stated she would not be. Wohlman commented that Ms. Fox has the experience and everything else in order. Wohlman moved for and individual private detective's license to be granted for Rita M. Fox Investigations, but mentioned that he would not waive the pre-assignment training in belief that it would be good for her to attend. Ms. Fox noted that she had already received additional training for private detectives. Wohlman stated that since she has had the training, he would move for the individual private detective's license to be granted. Hessel seconded. Moen addressed Ms. Fox and stated that she will be providing a valuable service.

12. New Applicants: Consent Agenda:

Applicant Business Name:	Security Industry Specialists, Inc.
Type of License Applying For:	PAC
Physical Address:	6071 Bristol Parkway, Culver City, CA 90230
Corporate Officers:	John Carl Spesak – QR, MM, CEO, CFO

Cook affirmed that there were no issues with this applicant. Moen moved for approval of a license to Security Industry Specialists. Hessel seconded. The motion carried.

13. Additional Applications: For those current license holders that wish to meet the requirements of dual licensing.

Applicant Business Name:	PROtective Services, Inc.
Type of License Applying For:	Additional PAC
Corporate Officers: CEO/CFO/QR	Stefan Salmonson

Wohlman moved for granting an additional license to PROtective Services, Inc. Moen seconded. The motion carried.

14. REQUEST TO SPEAK TO THE BOARD:

Dan Hughes, CEO. **Dogs for Defense**

Cook read a Tennessen statement and explained to Mr. Hughes that he would be able to make an opening and/or closing statement. He stated he was a former Secret Service in the Private Security Division and oversaw the supervision of explosive detective dog sweeps. He left the Secret Service and began work with the Bismarck Police Department with the Explosive Detection Canine Unit. After this, Mr. Hughes and his wife opened their business, Dogs for Defense. He stated he became a contractor for the Department of Defense working in Iraq. He also became a contractor for the Department of State working in Afghanistan providing personal security protection and providing a canine handler. Mr. Hughes stated he is currently contracted to deal with Alcohol, Tobacco and Firearms (ATF) which allows him to provide training services to the Department of State and U.S. Military. He explained that they began their business in North Dakota, and then moved to the St. Cloud, MN area about five years ago, where they headquartered their business. He stated they are licensed with the Bureau of Alcohol, Tobacco and Firearms to have explosives. Mr. Hughes explained that they have conditional use permits with the city of St. Cloud for dog training as well as explosive licensing with the city and the State of Minnesota. They have DEA registration. Hughes stated

that the company's primary customer is the Federal Government. They provide law enforcement training as well as detection dog services. He explained his reason for coming was that the company wanted to make sure that they were compliant with statutes, and they wanted to explain what they do and ask if it is licensable.

Hodsdon stated that he appreciated the fact that Mr. Hughes took it upon himself to come in and speak with the Board on the topic of licensing. He also explained that his own assessment as to whether what the company does is licensable or not, he believed it would be. He also stated that they cannot tell Mr. Hughes whether or not to get a license, but with some of the things the company does, it appears it would be licensable.

Wohlman stated that he could get an individual private detective license. Hodsdon stated possibly a dual license would be better. Hessel commented saying that he thought it would be more of a protective agent license.

Mr. Hughes addressed the Board stating that he would oppose licensing. He explained that much of his business is more like a support. Hodsdon explained that this is like a file cabinet. If all he does is open the key, but he does not look inside the file, it would not be licensable. If he digs through the files, that would be considered licensable.

Mr. Hughes explained that he went through all of the statutes of the State of Minnesota and didn't find anything about detection dog services licensing. Hughes stated, when doing an event, they work along with other licensed entities.

Hodsdon explained that he looks at the dogs from a lawyer's point of view; the canine is a tool. He considered that a dog could be a weapon. Hughes responded stating that they do not provide any dog security services. He stated that they can have their dogs in large crowds; they are not police dogs. All of the dogs are certified by the U.S. Army.

Hodsdon stated that given the scope of what the company is doing now, they may not be licensable. Hessel questioned if they are working an explosive dog or a drug dog and they detect one or the other, what happens next. Hughes suggested that their dogs are trained to indicate these items, and once they do, that is where they stop and law enforcement takes over. They do not perform any further investigation.

Cook questioned Hughes if they get hired by schools. Hughes explained that there are companies that do, but they do not. Moen questioned how many dogs of employment the company has. Hughes stated that they have ten dogs currently working in the Minnesota, Wisconsin, and Iowa area. They have twenty dogs in Thailand and twenty dogs in Baghdad. All dog handlers are former law enforcement. If an individual carries a gun, it is on their own and has nothing to do with the business.

Cook questioned if they ever work large events alongside a security company. Hughes affirmed. He stated that they also provide services to U.S. Army Bases. Wohlman stated that he believed this is not licensable.

Hughes explained that part of the reason he wishes not to be licensed is because he tries to be an independent facilitator and wants to be able to work for any security company. If he were to have a license, he would fear other companies would see him as competition and would not hire his company to work with them.

Cook asked the Board for clarification or whether Hughes's services are licensable given the information he presented. Hodsdon stated that it depends on what he does. Hughes recommended that if it is brought to the state legislature could there be a specific section regarding detection dog services. Hodsdon agreed with Hughes and said it could only be addressed by statute. Cook suggested that Hughes could work with his own representation to bring this to Legislation.

Nick Luciano – Universal Security

Cook read a Tennessen statement and explained to Mr. Hughes that he would be able to make an opening and/or closing statement. Mr. Luciano stated that he was with Hannon Security Services prior to the purchase with Universal Protection. The purchase was an asset sale, so they kept the name. They went through the process of getting new uniforms and entered into a transition where Hannon contracted with Universal to be able to provide service because getting new uniforms for over 400 people and background checking those people takes a lot of time. Mr. Luciano stated that Universal had just recently purchased Guardsmark in a stock sale. Everything was purchased including the name and liability that comes with it. Mr. Luciano provided the Board with copies of licenses from Universal and from Guardsmark and pointed out that Guardsmark had just previously been renewed with the Board in the January 2015 Board Meeting and Universal in August 2015. Luciano stated that both licenses have recently gone through background check procedures during their renewal period. He pointed out that going through an officer change or name change consists of telling the Board, getting approved, and then changing the officer or the name. Luciano explained that the company is prepared to do what they had done before, but if there was a simpler and cheaper way of doing this, they would want to do it that way. Luciano also brought up that in the statutes he did not find anything about a uniform code. It is only in the statute on the public law enforcement side that states what you cannot wear. He also pointed out that when they changed from Hannon to Universal, they did not have any issues.

Hodsdon questioned Luciano about what he means by 'stock'. He also questioned if he means to say a merger. Wohlman added to the question and asked if Universal was going to have a DBA of Guardsmark listed. Luciano explained that they own Guardsmark, but they have business with the name of the company so they will keep that name and use it when they need to until Universal becomes a clear company.

Hessel questioned Luciano as to how many employees Guardsmark has. Luciano replied stating around 200. Hodsdon suggested that if the company ultimately does a merger, the company would need to re-background check.

Luciano questioned if taking over a company and re-background checking was in the statutes. Cook stated that from the Agency standpoint, he didn't see the need to re-background check all of the employees as long as they are all background checked currently and according to statutes.

Hessel questioned training. Cook replied that if they have already completed their training, that should be acceptable. Cook mentioned the issue of uniforms and asked the Board if Guardsmark would need to get new uniforms and insignias that reflected Universal. He stated that they would need to set up Guardsmark as a DBA under Universal. Luciano stated that they own Guardsmark. Hessel asked if they were going to continue to wear the Guardsmark uniforms. Luciano stated that they would not, and that they were just in transition. Luciano suggested that they want to transfer their people over when there's time and makes sense business-wise.

Moen pointed out the instance from the past where they inherited a problem from the other company. She questioned if they would re-background check the employees to ensure that training and background checks have been accomplished. Luciano referred back to the copy of the licenses which show they all had been background check in the past year. Luciano stated that he would assume that the company was good and up to date with that, but that he could, if the Board wanted him to, re-background each employee.

Hodsdon referred Luciano to the P.O.S.T. Board. He stated that if two police departments merged, the buyer of the two obtains any and all liability from the seller's past and future. Cook questioned if Universal's CEO, CFO, etc. were now going to be Guardsmark's CEO, CFO. Luciano confirmed that was correct. Cook then questioned if Guardsmark would need to surrender their license. Wohlman pointed out statute 326.336 in the second sentence. Wohlman questioned if the new company would be hiring all of the old

company's employees. Cook mentioned that was how they interpreted it in the past where they are considered new hires and would need to be background checked.

Luciano questioned if he was representing Guardsmark and said that they wanted to change their name to Universal, what would happen. Hodsdon stated that it isn't just a name changed—it's an ownership change.

Cook questioned the Board again as to if the company will need to re-background check their new incoming employees from Guardsmark. Hodsdon stated that if it is a new employee with the company, a background check would need to be applied. If it is an employee that stays with the same company, it would not need to be applied. In the case the Universal acquires new employees from Guardsmark, they would be considered new hires and would be subject to be re-background checked.

Wohlman questioned if Guardsmark paycheck would be from Guardsmark or Universal. Luciano stated it would change to Universal. Wohlman asked if the liability insurance would stay under Guardsmark or if it would change to Universal. Luciano stated that it would be Universal. Wohlman asked if the worker's compensation would be under Guardsmark or if it would change to Universal. Luciano stated Universal. Wohlman suggested that there would then have to be a change regarding the background checks.

Bill Gordon, a member of the industry in attendance, stated that it looks like they were looking at two separate issues: background checks and uniforms. He suggested that the security company address the changes by writing a letter to the Board requesting the amount of time that they would need in order to successfully complete the transition from one company to the other. Bill agreed with Mr. Luciano in that there should be background checks completed yearly. Bill stated the Guardsmark had to complete the same reissuance process as the other companies. He brought up that an employee could have been hired by the old company within the year of the sale. He suggested that there should be a way that the new company could see this and write a letter to the Board stating that certain employees are good to go.

Luciano stated that they had answered his question and that they would go through with the background checks. He also explained that they will not surrender Guardsmark's license until the takeover is complete.

15. OTHER ISSUES AND DISCUSSION:

Rick Hodsdon – P.O.S.T. CEU's available for MNPDB CEU's

Hodsdon stated that he had had CEU's that were P.O.S.T. approved and Board approved. He thought it was a good idea to make P.O.S.T. CUE's available for license holder CEU's. He suggested that P.O.S.T. Board has quality control and the ability to only certify classes that pertain to law enforcement. Cook pointed out that training certifications just need to be approved by the Board and if we agree that we should accept P.O.S.T. CEU's, then we've covered that. Hodsdon moved that any course that is P.O.S.T. Board certified be also a MNPDB certified course for the same hours. Magnuson stated that Minnesota Administrative Rule Number 7506.0100 subpart 2b equivalent training states other training that is acceptable upon the Board's review. Hessel seconded. The motion carried.

Unlicensed Activity Notifications

The Board discussed whether or not to discuss the notifications being sent to entities involved in unlicensed activity in an open or closed session. They come to the agreement that since specific entities would be named, the matter should be held in a closed session.

Meeting adjourned at 11:59 am to enter into closed session.

The meeting was called back to order at 12:16 pm.

Hodsdon referred to a settlement agreement regarding Hillary Kost. He referred to statute 13.41 that this is a public record.

Cook stated that in the settlement agreement there were seven main points. One was that Kost would pay $1,000 penalty before August 31, 2015. She sent the penalty fee of $1,000 via money order on August 31, 2015. Another point of the agreement was that Kost agreed to take a Preassignment training class before August 31, 2015. Cook mentioned that these are specific Preassignment classes. Cook stated on Friday, August 28, 2015, Kost sent the agency two certificates of completed training from an online service called The Learning Shop. The two courses she took were *Insurance Fraud* and *Private Investigations Part One*. Cook explained that neither of the classes are preassignment courses. Cook stated he pulled up a summary of the *Private Investigations* course and it does not cover what the Administrative Rules state the courses need to cover. Another point of the agreement was cooperation of Board investigations. Cook stated that the agency did remove identifying information regarding Kost from the Board meeting minutes. The agreement also included release of waivers and miscellaneous items.

Hodsdon stated that the reason this was in the agreement was because it was the Board's concern with the subject's display of data privacy, ethics, client relations, and data management. Hodsdon stated that he looked at what was provided in the course outline, and the areas he was most concerned about weren't covered which were the ethics, data management, the intercommunications and responsibilities to the client.

Hessel questioned if the instructor offered any Preassignment training. Cook responded that they did not. Cook also mentioned that he had been available if Kost had any questions regarding the training. Cook stated that if Kost had handed the courses to him at a sooner date, he could have told her that these were not acceptable. Moen agreed and stated that this was serious and that some of the initial problems were lack of cooperation.

Cook questioned Magnuson for advice. Magnuson stated that right now she has a license application pending. He stated that the Board agreed to issue her a license if she met the criteria. Magnuson explained it came down to if the Board was or was not going to issue Kost a license. He also made a suggestion to extend the contingency another 30 days.

Wohlman stated that there was no rule stating that the Board can extend contingencies. Hodsdon stated that he was looking at item 4.1where it states the Board agrees to terminate proceeding to revoke and reissue a license once she's met the conditions set forth in paragraph one. Paragraph two was very specifically Preassignment training class offered by any instructor certified by the Board, which was to be completed by August 31, 2015. Hodsdon stated that Kost did not meet item two of the settlement agreement. She met the rest of the items. Hodsdon stated that he did not think it was appropriate to reissue a license. He stated he was not adverse to amending the settlement agreement if she wished, to provide a reissuance once she has completed all points of the agreement. Hodsdon stated on the other hand, he was not adverse to simply saying that she's done. He mentioned that if they were going to give Kost any breaks, they would have to amend the settlement agreement.

Moen questioned if the Board needed to provide an opportunity for Kost to be heard on the matter. Hodsdon stated that he thinks that's fair. He suggested that if Kost wanted to come and speak to

the Board and explain why the Board should consider the preassignment training. He stated that he did note that Kost took classes, but it was another marginal compliance.

Hodsdon stated that he was good either way—the agreement was not completed and the license will not be reissued. Hodsdon mentioned that if they decide to take that position, Kost should be given the opportunity to explain why this came about.

Magnuson stated that she is represented by counsel and he is in contact with them. He stated that if the Board wishes for him to, he can be in contact about amending the agreement.

Hodsdon stated that before the Board amended the agreement, he would like to know why this wasn't completed correctly. He mentioned that it was stated very clearly.

Cook stated that she should be given the opportunity to reapply. Hodsdon stated that that was true, and if she wanted to go through the whole licensing process again that she could do that.

Magnuson stated that in the interim she would not be licensed. Hodsdon stated that was correct. He suggested that that was the possible option. He stated that this was the requirement and it was not met. Therefore, they will not reissue the license and she is not licensed.

Hessel questioned Magnuson if he would be contacting Kost's counsel to inform her that she would not be reissued a license because she did not complete what she was supposed to. Wohlman questioned if they went into a lapsed license if Kost could go through a case hearing. Hodsdon suggested that she would not be lapsed; she just wouldn't have a license anymore. Magnuson suggested that the Board would have effectively denied a reissuance application. Wohlman questioned again if Kost could still go into a hearing. Magnuson affirmed. Hodsdon stated that the hearing would be about if the requirements were met. He explained that the Board's counsel would have to present the evidence that she did not complete the Board approved Preassignment training. Hodsdon suggested that the counsel send Kost's counsel a letter stating that a license would not be reissued. The Board agreed. Hodsdon motioned that the Board counsel send Kost's counsel a letter stating that as of midnight on 9/29/15, the license would not be reissued due to the fact that Kost did not complete all requirements of the settlement agreement and that if she wished to, she could reapply and go through the initial application process. Moen seconded.

The meeting adjourned at 12:33 pm.

Next meeting is scheduled for October 27th, 2015 at 10:00am.