

MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING
Board Meeting
February 1, 2026
239 North Lamar Street, Jackson, MS 39201

1. **WELCOME AND CALL TO ORDER**

Leisa McElreath, Board Chairman, called the meeting to order at 4:08 p.m. All present recited the Pledge of Allegiance.

Catherine Bell provided a roll call with the following present:

Leisa McElreath, Board Chair
James Cook, Secretary
Aaron Washington
Wendi Hill, Vice Chair
Thomas Elkins
Dr. Mary G. Armstrong

Todd Freeman was absent.

A quorum was present for voting purposes.

Others present were:

Catherine Bell, Executive Director
Phillips Strickland, Special Assistant Attorney General/ Counsel for the Board

2. **AGENDA APPROVAL**

The agenda was amended as follows:

- Item 7 – Upcoming Meeting Dates was added after Item 6 – Continuing Education.
- Item 5a – Legislative Review was amended to read Legislative Review/Statutory update.

James Cook moved to accept the agenda as amended. Dr. Mary G. Armstrong provided a second. The voice vote was unanimous. Motion carried.

3. **NEW BUSINESS**

The Board reviewed SB2566 and provided comments. During the review of SB2566 the Board took the following actions:

Leisa McElreath moved to recommend that SB 2566 include the lowering of the hours required to sit for the instructor licensure exam from 1000 to 600 for cosmetology, barbering, esthetics, and nail technology. Wendi Hill provided the second. The voice vote was unanimous. Motion carried.

Thomas Elkins moved to recommend that SB 2566 include the elimination of six (6) hours of college credit as a requirement for instructor licensure. Aaron Washington provided the second. The voice vote was unanimous. Motion carried.

Thomas Elkins moved to recommend that SB 2566 include the reduction of continuing education hours required for an instructor licensee renewal from twenty-four (24) hours to twelve (12) hours with each renewal cycle. Aaron Washington provided the second. The voice vote was unanimous. Motion carried.

Wendi Hill moved to recommend that SB 2566 include the age requirement of at least twenty-one (21) years old to sit for the instructor licensure exam. James Cook provided the second. The voice vote was unanimous. Motion carried.

Thomas Elkins moved to recommend that SB 2566 include a provision within MISS. CODE ANN. § 73-7-17 providing a license for a mobile establishment that is affiliated with a brick and mortar establishment and for such mobile establishment be authorized to provide limited services within a limited travel parameter. Aaron Washington provided the second. The voice vote was unanimous. Motion carried.

James Cook moved to recommend that SB 2566 include a requirement for all licensees to obtain continuing education credit upon the next renewal cycle in a course on human/labor trafficking and a course on domestic violence. Dr. Mary G. Armstrong provided the second. The voice vote was unanimous. Motion carried.

Thomas Elkins moved to recommend that SB 2566 strike subpart four (4) from MISS. CODE ANN. § 73-7-21. James Cook provided the second. The voice vote was unanimous. Motion carried.

James Cook moved to recommend that SB 2566 remove the phrase “no violation or” from MISS. CODE ANN. § 73-7-27 (10) (a) as well as MISS. CODE ANN. § 73-7-27 (10) (b) be amended to state “a written warning or a fine up to One Hundred Fifty Dollars (\$150.00).” Wendi Hill provided the second. The voice vote was unanimous. Motion carried.

Wendi Hill moved to recommend that SB 2566 include the following changes:

- For the entirety of MISS. CODE ANN. § 73-7-1 *et seq.* the phrase “salon/shop” be changed to “establishment”;
- For the entirety of MISS. CODE ANN. § 73-7-1 *et seq.* any sequential listing of “cosmetologist, barber, esthetician, and nail technician” should be amended to “practitioner” when all four are listed together;
- Within MISS. CODE ANN. § 73-7-1, strike “the person applying shall have been a citizen of this state for a minim of five (5) years immediately prior to appointment”;
- Within MISS. CODE ANN. § 73-7-2 (b) “Barbering” replace “upper part of the body” with “shoulders, arms, or hands” and strike “singeing”;
- Within MISS. CODE ANN. § 73-7-2 (d) “Cosmetology” make the word “shoulder” plural and include esthetics in the phrase “for regulation purposes, the terms “cosmetology” and ‘barbering’ and ‘esthetics’ do not include persons . . .”;
- Within MISS. CODE ANN. § 73-7-2 (f) “Esthetics” add “cosmetology, barbering, and nail technology” to “The term “cosmetology’, ‘barbering’, ‘esthetics’, and ‘nail technology’ shall not include the diagnosis, treatment or therapy of any dermatological condition”;
- Within MISS. CODE ANN. § 73-7-2 (i) add “enhancing and embellishing” after “cleansing”;
- Within MISS. CODE ANN. § 73-7-11, strike the sentence “Each owner of a license issued by the board under the provisions of this chapter shall display the license in a conspicuous place in his or her principal office, place of business or employment, at all times.”
- Within MISS. CODE ANN. § 73-7-11, change the “can” to “may” in the following “A barber pole may be displayed if the business carries . . .”
- Within MISS. CODE ANN. § 73-7-12, add the phrase “in such manner as” after the phrase “. . . at such times and locations and in such manner as determined by the board.”
- Within MISS. CODE ANN. § 73-7-13 (1), change “high school education or its equivalent” to completion of 10th grade education;

- Within MISS. CODE ANN. § 73-7-13 (1), add “cosmetologist with fifteen years of experience” after “instructor”;
- Within MISS. CODE ANN. § 73-7-13, change one (1) to two (2) in the sentence “Only two apprentices may be mentored by any person at the same time”;
- Within MISS. CODE ANN. § 73-7-13, add that only two (2) apprentice monitors may be within the same licensed establishment.
- Within MISS. CODE ANN. § 73-7-13 (2) change “may, in its discretion” to “shall”
- Within MISS. CODE ANN. § 73-7-13, move subpart (6) to its own code section to clearly indicate its applicability across professions;
- Within MISS. CODE ANN. § 73-7-13.1 (1), change “high school education or its equivalent” to completion of 10th grade education;
- Within MISS. CODE ANN. § 73-7-13.1 (1), add “barber with fifteen years of experience” after “instructor”;
- Within MISS. CODE ANN. § 73-7-13.1, change one (1) to two (2) in the sentence “Only two apprentices may be mentored by any person at the same time”;
- Within MISS. CODE ANN. § 73-7-13.1, add that only two (2) apprentice monitors may be within the same licensed establishment;
- Within MISS. CODE ANN. § 73-7-13.1 (2) change “may, in its discretion” to “shall”;
- Within MISS. CODE ANN. § 73-7-14 change the word “license” to “certification”;
- Within MISS. CODE ANN. § 73-7-15, assistance from the bill writer is requested to develop language making it clear that a holder of an instructor license does not have to repeat instructor training to teach any discipline for which the individual holds a practitioner license or master certificate.
- Within MISS. CODE ANN. § 73-7-16, assistance from the bill writer is requested to develop language that describes the reason for the bond, to reimburse students should a school close;
- Within MISS. CODE ANN. § 73-7-18 (1), change “high school education or its equivalent” to completion of 10th grade education;
- Within MISS. CODE ANN. § 73-7-18 (1), add “esthetician with fifteen years of experience” after “instructor”;
- Within MISS. CODE ANN. § 73-7-18 (1), change one (1) to two (2) in the sentence “Only two apprentices may be mentored by any person at the same time”;
- Within MISS. CODE ANN. § 73-7-18 (1), add that only two (2) apprentice monitors may be within the same licensed establishment;
- Within MISS. CODE ANN. § 73-7-18 (2) change “may, in its discretion” to “shall”;
- Within MISS. CODE ANN. § 73-7-19, for the bill writer to incorporate the language from HB844 with the phrase “and any continuing education as required by the Board that is applicable to the license” added to the end of the phrase “. . . any adjudicated fines, and a delinquent fee for each year that their license as been expired . . .”;
- Within MISS. CODE ANN. § 73-7-21 (1), change “high school education or its equivalent” to completion of 10th grade education;
- Within MISS. CODE ANN. § 73-7-21 (1), add “nail technician with fifteen years of experience” after “instructor”;
- Within MISS. CODE ANN. § 73-7-21 (1), change one (1) to two (2) in the sentence “Only two apprentices may be mentored by any person at the same time”;
- Within MISS. CODE ANN. § 73-7-21 (1), add that only two (2) apprentice monitors may be within the same licensed establishment;
- Within MISS. CODE ANN. § 73-7-21 (2) change “may, in its discretion” to “shall”;
- Within MISS. CODE ANN. § 73-7-21, strike subpart (4);
- Within MISS. CODE ANN. § 73-7-23 (2) change the word “equivalent” to “similar”;
- Within MISS. CODE ANN. § 73-7-23 (2), strike “has completed six (6) semester hours in college courses approved by the board”;

- Within MISS. CODE ANN. § 73-7-23 (2), strike “has completed a minimum of five (5) continuing education hours in Mississippi State Board of Cosmetology and Barbering laws, rules and regulations”
- Within MISS. CODE ANN. § 73-7-23, strike subpart (4);
- Within MISS. CODE ANN. § 73-7-23, the suggested language is “[a]ny person who is properly licensed in any state or United States territory with similar education requirement to those required by this chapter shall be eligible for examination if the applicant submits the approved application and fee and provides proof that he or she is currently licensed in good standing as a cosmetologist, barber, nail technician, esthetician, master, or instructor in that jurisdiction. Upon passage of the required examination, should the board determine examination is required, the appropriate license will be issued”;
- Within MISS. CODE ANN. § 73-7-27, strike subsection (12);
- Within MISS. CODE ANN. § 73-7-29, include, for practitioners only, a fee waiver for the first license amount if the licensure candidate produces documentation of Medicaid, SNAP, and/or WIC participation;
- Within MISS. CODE ANN. § 73-7-33 (a) change “utensils” to “tools”;
- Within MISS. CODE ANN. § 73-7-33, strike subpart (b) and (c);
- Within MISS. CODE ANN. § 73-7-35 (1), strike the word “displaying”;
- Within MISS. CODE ANN. § 73-7-35 (1), it is recommended that the locations be broadened to include assisted living facilities and rehabilitation facilities;
- Within MISS. CODE ANN. § 73-7-35 (1), replace “cosmetologist and barbers” with “Practitioners” in the phrase “shall be permitted to render their services to deceased persons away from their . . .”.

Thomas Elkins provided the second. The voice vote was unanimous. Motion carried.

James Cook moved for the Executive Director write a letter in opposition to HB 1696 on behalf of the Board. Dr. Mary G. Armstrong provided the second. The voice vote was unanimous. Motion carried.

Wendi Hill moved that the Board adopt the following licensure policy in accordance with its statutory authority under Mississippi Code Title 73, Chapter 7 and applicable Rules and Regulations:

Whereas, Mississippi law requires applicants for cosmetology, barbering, esthetics, nail technology, and instructor licensure to complete specified clock hours in a Board-approved school or apprenticeship program and to be admitted to examination upon proper application and fee payment; and

Whereas, Mississippi law authorizes the Board, in its discretion, to issue temporary permits to qualified applicants until the next examination is held; and

Whereas, the Board’s mission, as set forth in its rules and regulations, is to protect the public health, safety, and welfare by ensuring practitioner competency and sanitation; It is hereby ordered that:

1. Skill competency for cosmetology, barbering, esthetics, and nail technology applicants shall be verified through documented completion of required hours and competencies in a Board-approved educational or apprenticeship program, as demonstrated by records submitted by the program, rather than by a Board-administered live practical skills examination.
2. Licensure eligibility shall remain contingent upon (a) completion of all statutory training requirements, and (b) successful passage of the Board-prescribed written examination.
3. The Board affirms its authority to issue temporary permits under MISS. CODE ANN. § 73-7-13; 73-7-13.1; 73-7-18; & 73-7-21 to applicants who have satisfied all training

requirements and have applied for licensure pending administration of the next scheduled examination.

4. The Board directs staff to adopt necessary administrative procedures to implement this policy, ensure compliance with all statutory and regulatory requirements, coordinate with licensed schools and apprenticeship programs for submission of competency documentation, and provide written notice to all affected stakeholders.

This policy is adopted in the interest of consistency, objectivity, public protection, and the Board's statutory duties.

James Cook provided the second. The voice vote was as follows:

Leisa McElreath – aye

Wendi Hill – aye

James Cook – aye

Thomas Elkins – aye

Todd Freeman – absent

Aaron Washington – aye

Dr. Mary G. Armstrong – abstain

Motion carried.

Thomas Elkins moved to permit all testing candidates who have passed the theory examination on or after January 1, 2025, to be able to apply for licensure. Wendi Hill provided the second. The voice vote was unanimous. Motion carried.

James Cook moved for a refund of the money paid for the practical exam for all testing candidates who have paid for but not yet tested the practical exam. Wendi Hill provided the second. The voice vote was unanimous. Motion carried.

James Cook moved that skill competency for instructor applicants shall be verified through documented completion of required hours and competencies in a Board-approved educational or apprenticeship program, as demonstrated by records submitted by the program, rather than by a Board-administered live practical skills examination, and licensure eligibility shall remain contingent upon (a) completion of all statutory training requirements, and (b) successful passage of the Board-prescribed written examination. Wendi Hill provided the second. The voice vote was unanimous. Motion carried.

James Cook moved to approve the Cornerstone contract. Dr. Mary G. Armstrong provided the second. The voice vote was unanimous. Motion carried. A copy of the Cornerstone contract is attached hereto as Exhibit A.

James Cook moved to approve the USNext contract. Thomas Elkins provided the second. The voice vote was unanimous. Motion carried. A copy of the USNext contract is attached hereto as Exhibit B.

James Cook moved to approve the implementation of licensing software using the company ThoughtSpan and the payment of the quote for same. Thomas Elkins provided the second. The voice vote was unanimous. Motion carried.

Wendi Hill moved to change the style of the practitioner license to a paper license similar to the current license style of an establishment. Thomas Elkins provided the second. The voice vote was unanimous. Motion carried.

4. CONTINUING EDUCATION

Wendi Hill moved to approve the Mississippi Cosmetology and Barbering Association – Milady Methods of Teaching continuing education event scheduled for March 1, 2026, in Hattiesburg, MS for six (6) hours CE (methods of teaching) for an instructor license. Thomas Elkins provided the second. The voice vote was unanimous. Motion carried.

Thomas Elkins moved to approve the following courses for continuing education:

- a. Premier Show Group located in Orlando, Florida scheduled for May 31- June 2, 2025, for six (6) hours of continuing education for cosmetologist, barber, esthetician, nail technician, and instructor licenses;
- b. The Art of Texture: One Pass Master Class located in Columbus, MS scheduled for June 1, 2025, for four (4) hours of continuing education for licenses of cosmetology, barber, and instructor;
- c. MS Independent Beauty and Barber Association - Crown & Confidence located in Tupelo, MS scheduled for June 29, 2025 for two (2) hours of continuing education for the license of cosmetology;
- d. MS Independent Beauty and Barber Association - Shears, Blending, and Professionalism located in Tupelo, MS scheduled for June 29, 2025 for two (2) hours of continuing education for the license of barber;
- e. MS Independent Beauty and Barber Association - The Painted Collective located in Tupelo, MS scheduled for June 29, 2025 for two (2) hours of continuing education for the license of cosmetology;
- f. MS Independent Beauty and Barber Association - The Art of Full Coverage Gel Nails located in Tupelo, MS scheduled for June 29, 2025, for two (2) hours of continuing education for the license of nail technology;
- g. Curl Confidence located in Brandon, MS scheduled for July 12, 2025 for four (4) hours of continuing education for the licenses of cosmetology, barber, and instructor;
- h. Saly in Color with Corlina Earl located in Vidalia, LA scheduled for September 7 and 8, 2025, for four (4) hours of continuing education for the license of cosmetology
- i. After the Fade: Mastering Modern Barbering located in Vidalia, LA scheduled for September 7 and 8, 2025, for 1.5 hours of continuing education for the license of barber;
- j. Rumble on the River Hair Show: Crowned in Confidence: Mastering Hair Health and Style for Textured Tresses located in Vidalia, LA scheduled for September 7 and 8, 2025, for 1.5 hours of continuing education for the license of cosmetologist;
- k. Rumble on the River Hair Show: Silk Press Mastery: Smoothing Textures Without Compromise located in Vidalia, LA scheduled for September 7 and 8, 2025, for 1.5 hours of continuing education for the license of cosmetologist;
- l. Rumble on the River Hair Show: K.I.S.S. (Keep It Simple Stylist) located in Vidalia, LA scheduled for September 7 and 8, 2025, for 1.5 hours of continuing education for the license of cosmetologist;
- m. Rumble on the River Hair Show: From Clippers to CEO: the Blueprint of Barber Ownership located in Vidalia, LA scheduled for September 7 and 8, 2025, for 1.5 hours of continuing education for the license of cosmetologist;
- n. Rumble on the River Hair Show: Salon Etiquette and Professionalism located in Vidalia, LA scheduled for September 7 and 8, 2025, for 1.5 hours of continuing education for the license of cosmetologist;
- o. Rumble on the River Hair Show: License to Lead located in Vidalia, LA scheduled for September 7 and 8, 2025, for 1.5 hours of continuing education for the license of cosmetologist;

- p. Rumble on the River Hair Show: Seamless Hair (Kertian Bonded Hair Extensions) located in Vidalia, LA scheduled for September 7 and 8, 2025, for 1.5 hours of continuing education for the license of cosmetologist;
- q. Mississippi Cosmetology and Barbering Association – Fall Show located in Jackson, MS scheduled for September 21, 2025, for eight (8) hours of continuing education (of which five hours are methods of teaching) for the licenses of cosmetology, barber, nail technology, esthetics, and instructor;
- r. Salon Centric: Educate with Intention: Overcoming Challenges in the Modern Classroom Building Confident Future Professionals located in Omaha, NE scheduled for September 28, 2025 for six (6) hours of continuing education for the license of instructor;
- s. BSNEM Tradeshow located in Tunica, MS scheduled for October 6, 2025, for thirteen (13) hours (8 CE and 5 methods) of continuing education for the licenses of cosmetology, barber, and esthetician;
- t. National Interstate Council of State Boards of Cosmetology (NIC) located in Glendal, AZ, scheduled for October 17-20, 2025, for twelve (12) hours of continuing education for the licenses of cosmetology, barbering, esthetics, nail technology, and instructor.

Aaron Washington provided the second. The voice vote was unanimous. Motion carried.

5. UPCOMING MEETING DATES

The Board took notice that the next scheduled meeting would be held on February 9, 2026, at 9:00 a.m. and would be virtual.

6. ADJOURNMENT

James Cook moved, seconded by Thomas Elkins, to adjourn at 8:20 p.m. The voice vote was unanimous. Motion carried.

APPROVED:



Leisa McElreath, Board Chairman

Contract
Between the Mississippi Board of Cosmetology and Barbering and
Cornerstone Consulting Group, Inc.

This document is a Contract between the parties, Cornerstone Consulting Group, Inc., a Mississippi Corporation, located at 101 Merlot Cove, Clinton, MS 39056 (Hereinafter referred to as "Cornerstone" or "Contractor") and the Mississippi Cosmetology and Barbering, a state agency herein after referred to as "Agency"). This contract reflects the agreement by and between the parties that Cornerstone shall provide services as outlined herein below.

Scope of Services

- Provide assistance as needed for human resource transactions including recruiting, hiring and terminating transactions, entering payroll deductions, and other such actions necessary for personal actions.
- Provide operational assistance as requested.
- Provide accounting system training as requested.
- Answer questions on accounting, budgeting, and financial reporting as requested.
- Provide budgetary reporting assistance as requested.
- Process or assist the agency in processing payroll transactions, as requested.
- Process or assist the agency in processing purchasing and accounting transactions as requested.

Contract Modifications

This contract may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications may include scope increases, deletions or other revisions within the contract.

Contract Period of Performance

The Contract shall cover all services performed between the months and January and June 2026.

Consideration

Cornerstone agrees to perform the Scope of Services hereunder to the satisfaction of the Agency during the period of performance identified in this Contract, pursuant to the terms and conditions of the Contract for the consideration of an hourly rate of \$100.00.

Payment

The Agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

Cornerstone agrees to accept all payments in US currency via the State of Mississippi’s electronic payment and remittance vehicle.

Availability of Funds

It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Anti-Assignment/Subcontracting

Cornerstone acknowledges that it was selected by the Agency to perform the services required hereunder based, in part, upon Cornerstone’s special skills and expertise. Cornerstone shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the Agency, which the Agency may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Agency of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Agency may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

Authority To Contract

Cornerstone warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Confidentiality

Cornerstone hereby agrees to assure the confidentiality of any records obtained from the Agency or from the State Personnel Board (SPB) for the Agency, as required by state and federal privacy laws. No information, documents or other material provided to or prepared by Cornerstone deemed confidential by the Agency and/or the SPB pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the Agency. Any liability resulting from any wrongful disclosure of confidential information on the part of Cornerstone shall rest with Cornerstone.

Confidential Information shall mean (a) those materials, documents, data, and other information which Cornerstone has designated in writing as proprietary and confidential, and (b) all data and information which Cornerstone acquires as a result of its contact with and efforts on behalf of the Agency and any other information designated in writing as confidential by the Agency. Each party to this agreement agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under Mississippi and/or federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of Cornerstone, or its Subcontractor shall rest with Cornerstone. Disclosure of any confidential information by Cornerstone or its Subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement and the availability to the Agency of any and all remedies at law or in equity.

Indemnification

To the fullest extent allowed by law, Cornerstone shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency and its members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Cornerstone and/or its partners, principals, agents, employees and/or Subcontractors in the failure to perform this agreement. In the State's sole discretion, Cornerstone may be allowed to control the defense of any such claim, suit, etc. In the event Cornerstone defends said claim, suit, etc., Cornerstone shall use legal counsel acceptable to the State; Cornerstone shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Cornerstone shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

Independent Contractor Status

Cornerstone shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Agency or the State. Nothing contained herein shall be deemed or construed by the Agency, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Agency and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein,

nor any acts of the Agency or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Agency and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the State; and the State shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Agency shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Denise De Rossette, President
Cornerstone Consulting Group, Inc.
101 Merlot Cove
Clinton, MS 39056

For the Agency: Catherine Bell, Director
Mississippi Board of Cosmetology
239 N. Lamar Street, Suite 301
Jackson, Mississippi 39201

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency.

Applicable Laws

The contract shall be governed by and in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal and State laws and regulations.

The Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the Contractor agrees during the term of this agreement that the Contractor will strictly adhere to this policy in its employment practices

and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Mississippi Employment Protection Act

“Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.”

Representation Regarding Contingent Fees

The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Representation Regarding Gratuities

The contractor represents that it has not violated, is not violating and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 of the Mississippi Personal Service Contract Procurement Regulations.

Procurement Regulations

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations.

Stop Work Order

Order to Stop Work. The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this

contract. This order shall be for a specific period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either cancel the stop work order, or terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the terms or delivery of services, or both, and the contract shall be modified in writing accordingly, if:

- the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
- the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Termination for Convenience Clause

The Agency may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor must complete the work that is not terminated by the notice of termination.

Termination for Default Clause

If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completions within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or

nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination for default, in whole or in part, the Agency, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional administrative costs associated with the procurement. This remedy shall be in addition to any other remedies that the Agency may have.

Authorization to Enter Contract

This contract has been made and interchangeably executed by parties authorized to enter into contracts on behalf of the cooperation or Agency in duplicate originals.



Denise B. De Rossette, President
Cornerstone Consulting Group, Inc.

Catherine Bell, Executive Director
Mississippi Board of Cosmetology and Barbering

MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING
AGREEMENT WITH U.S. NEXT FOR IT SUPPORT SERVICES

THIS AGREEMENT is made as of June 16, 2025, between the Mississippi State Board of Cosmetology and Barbering (hereinafter referred to as “MSBCB”), located at 239 N Lamar Street, Suite 301, Jackson, Mississippi 39201, and U.S. Next, Inc. (hereinafter referred to as “CONTRACTOR”), located at 6360I-55 North, Suite 210, Jackson, Mississippi 39211.

In consideration of the mutual benefits and advantages to each other, MSBCB desires to engage CONTRACTOR for the purposes set forth below and for the time period February 1, 2026, through June 30, 2026; and CONTRACTOR agrees to perform the services in accordance with the terms and conditions of this Agreement.

1. **APPLICABLE LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law’s provisions, and any litigation with respect thereto shall be brought in the courts of the State. CONTRACTOR shall comply with applicable federal, state and local laws and regulations.

2. **AUTHORITY TO CONTRACT.**

CONTRACTOR warrants

- (a) it is either a sole proprietor or validly organized business with valid authority to enter into this agreement;
- (b) it is qualified to do business and is in good standing with the State of Mississippi, if required; entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and,
- (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

3. **SCOPE OF SERVICES**

CONTRACTOR agrees to provide Managed Information Technology Services, including Endpoint Security Services, User Support Services, SaaS Security Services, and Compliance, Risk, and Management Services, to MSBCB in accordance with the terms of this Agreement.

Services include up to eight (8) hours per month of onsite support at the Jackson Office and remote assistance for the following:

Endpoint Security Services

- USNX will deploy and manage endpoint protection tools across all covered workstations and servers to ensure comprehensive defense.
 - Antivirus - EDR (Endpoint Detection & Response) - 24/7 Monitoring
 - Zero Trust Application Control - OS Patching via RMM - Endpoint Device Monitoring - Endpoint Backup Solutions
 - Browser Protection
 - PII Detection

SaaS Security Services

- USNX will provide user-centric cybersecurity measures to mitigate risks from phishing, credential abuse, and human error.
 - Microsoft 365 Management
 - SaaS account protection and monitoring for Microsoft 365 - SaaS backup solutions
 - Intelligent Email Threat Detection

User Support Services

- USNX will provide user-centric support services with a ticket-based support system and in-house technicians and quick response times.
 - Workstation troubleshooting
 - Application Support
 - Software Installations/Updates - Peripheral Setup/Support
 - Password/Account Support
 - General Help Desk support.

Compliance & Risk Management

- Services will include advanced tools and consulting to identify risk areas, meet compliance requirements, and support cyber insurance readiness.
 - Quarterly Vulnerability Scans - Annual Penetration Testing
 - Dark Web monitoring for compromised credentials
 - Email phishing simulations and end-user security awareness training

Support services must be provided during normal business hours of 8:00 AM until 5:00 PM Monday through Friday except for state holidays, such holidays can be found at <https://www.sos.ms.gov/communications-publications/state-holidays>.

Service Limitations

Services under this Agreement do **not** include hardware replacement or additions, telecommunications services, internet service provision, or major infrastructure redesign. Any services not expressly listed must be authorized in writing and may require a separate agreement or amendment.

The above referenced support services provided during normal business hours shall be provided to MSBCB at the rate of \$3,000.00 per month for up to 20 endpoint devices. CONTRACTOR support services provided after hours shall be provided to MSBCB at the rate of \$125.00 per hour.

CONTRACTOR represents and warrants that the services performed shall be of professional quality consistent with and in accordance with generally accepted industry standards for the performance of such services and shall be within the above stated response times. The CONTRACTOR stipulates a breach of this guarantee will result in the termination of the contract in accordance with the terms and conditions of this Agreement.

4. PAYMODE CLAUSE AND E-PAYMENT

Payments shall be made, and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of CONTRACTOR's choice. MSBCB may, at its sole discretion, require CONTRACTOR to submit invoices and supporting documentation electronically at any time during the term of this Agreement. CONTRACTOR understands and agrees that the MSBCB is exempt from the payment of taxes. All payments shall be made in United States currency. Contractor agrees to accept all payments via the State of Mississippi's electronic payment and remittance vehicle. MBSC agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. MISS. CODE ANN. Section 31-7-301 *et seq.*

5. AVAILABILITY OF FUNDS.

It is expressly understood and agreed that the obligation of MSBCB to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MSBCB, MSBCB shall have the right upon ten (10) working days written notice to CONTRACTOR, to terminate this Agreement without damage, penalty, cost or expenses to MSBCB of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

ASSIGNABILITY AND SUBCONTRACTING.

CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of MSBCB thereto. None of the work or services covered by this Agreement shall be subcontracted without prior written approval by MSBCB.

6. CHANGES.

MSBCB may, from time to time, require and request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the parties, shall be included in written amendments to this Agreement.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing and agreed upon by both parties.

7. E-VERIFICATION.

CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, *et seq.* of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the state of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following:

- (d) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation and/or termination being made public, or
- (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or
- (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

8. COMPLIANCE WITH LAWS.

CONTRACTOR understands that MSBCB is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and CONTRACTOR agrees during the term of the Agreement to strictly adhere to this policy in its employment practices and provision of services. CONTRACTOR shall comply with, and all activities under this Agreement shall be subject

to, all applicable federal, state and local laws and regulations, as now existing and as may be amended or modified.

9. **CONFIDENTIALITY.**

Any writings, reports, forms, information, ideas, data, electronic or otherwise given to, prepared by, or in any way generated, accomplished or accessed by CONTRACTOR in carrying out the terms of this Agreement shall be kept confidential by CONTRACTOR and no such information shall be made available to any individual, organization, or otherwise by CONTRACTOR without the prior written approval of MSBCB.

10. **TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION.**

It is expressly understood between MSBCB and CONTRACTOR that Mississippi law requires the provisions of this contract, which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

11. **ITEMIZED SERVICES AND INSPECTION OF BOOKS AND RECORDS.**

CONTRACTOR shall submit to MSBCB at such times and in such form and manner as MSBCB may direct, an itemized invoice for services rendered in an amount compatible with the consideration fixed herein. MSBCB shall have the right to request additional information pertaining to each itemized invoice.

MSBCB shall have the right to inspect and audit the books and records of CONTRACTOR. Such books and records shall be retained and maintained by CONTRACTOR for a minimum of three (3) years following the termination of or the expiration of this Agreement.

12. **PROCUREMENT REGULATIONS.**

This Agreement shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Rules and Regulations and governing statutes and the Mississippi Department of Information Technology Services Procurement Rules and Regulations and governing statutes.

13. **REPRESENTATION REGARDING CONTINGENT FEES.**

CONTRACTOR represents that it has not retained a person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed.

14. **REPRESENTATION REGARDING GRATUITIES.**

CONTRACTOR represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Rules and Regulations.

15. STOP WORK ORDER.

- A. Order to Stop Work: MSBCB may, by written order to CONTRACTOR at any time, and without notice to any surety, require CONTRACTOR to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, MSBCB shall either:
- (e) Cancel the stop work order; or,
 - (f) Terminate the work covered by such order.
- B. Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or CONTRACTOR price, or both, and the Agreement shall be modified in writing accordingly, if:
- (a) The stop-work order results in an increase in the time required for, or in CONTRACTOR'S cost properly allocable to, the performance of any part of this Agreement; and,
 - (b) CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if MSBCB decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.
- C. Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement, if any.

16. TERMINATION FOR CONVENIENCE.

- A. Termination: MSBCB or designee may, when the interests of the State so require

with or without cause, terminate this Agreement in whole or in part, for the convenience of the State. MSBCB or designee shall give written notice of the termination to CONTRACTOR specifying the part of this Agreement terminated and when termination becomes effective.

- B. **CONTRACTOR's Obligations:** CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. MSBCB or designee may direct CONTRACTOR to assign CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the State. CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. TERMINATION FOR DEFAULT.

- A. **Default:** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the Agreement's provisions, or commits any other substantial breach of this Agreement, MSBCB or designee may notify CONTRACTOR in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by MSBCB or designee, such officer may terminate CONTRACTOR'S right to proceed with this Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, MSBCB or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by MSBCB or designee. CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- B. **CONTRACTOR's Duties:** Notwithstanding termination of this Agreement and subject to any directions from the procurement officer, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of CONTRACTOR in which the State has an interest.
- C. **Compensation:** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due CONTRACTOR such sums as MSBCB or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- D. **Excuse for Nonperformance or Delayed Performance:** Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of

any failure in performance of this Agreement in accordance with its terms (including any failure by CONTRACTOR to make progress in the prosecution of the work hereunder which endangers such performance) if CONTRACTOR has notified MSBCB or designee within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the requirements of this Agreement. Upon request of CONTRACTOR, MSBCB or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR'S progress and performance would have met the terms of this Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- E. **Erroneous Termination for Default:** If, after notice of termination of CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that this Agreement was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Agreement contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- F. **Additional Rights and Remedies:** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

18. TERMINATION UPON BANKRUPTCY.

This Agreement may be terminated in, whole or in part, by MSBCB upon written notice to CONTRACTOR, if CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total contract price.

19. SEVERABILITY.

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

20. TRANSPARENCY.

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983", codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Prior to posting the Contract to the website, any information identified by CONTRACTOR as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

21. FAILURE TO ENFORCE.

The failure by MSBCB at any time to enforce the provisions of this Agreement shall not be construed as a waiver of such provision. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MSBCB to enforce the provision at any time in accordance with its terms.

22. NOTICES.

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business listed herein. Notice shall be deemed given when actually received or when refused. MSBCB and CONTRACTOR agree to promptly notify each other in writing of any change of address.

For CONTRACTOR
U.S. Next, Inc.
ATTN: Buddy Sharp
6360 I-55 North, Suite 210
Jackson, MS 39211

For MSBCB
ATT: Executive Director
239 N. Lamar St., Suite 301
Jackson, MS 39201

23. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter thereof.

FOR THE FAITHFULL PERFORMANCE OF THE TERMS OF THIS AGREEMENT, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

Mississippi State Board of Cosmetology & Barbering
Printed Name: Catherine Bell
Title: Executive Director

U.S. Next, Inc.
Printed Name: Buddy Sharp
Title: VP Managed Services



MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING

AGENDA REQUEST FORM

If you have questions or concerns regarding the practice of cosmetology, barbering, nail technology, and/or esthetics in Mississippi that you wish to be addressed by the Mississippi State Board of Cosmetology and Barbering (MSBCB), this form must be completed and received by the Board at least ten (10) days prior to the date of the meeting that you wish to be placed on the agenda.

The Board welcomes input from the community and permits five (5) minutes to discuss each item you wish to present to the Board. If you have multiple items for the Board to address, please complete separate agenda request forms for each item. Along with your oral presentation before the Board, you may submit information in writing. If any written submission is made to accompany your agenda request, the submission must be typed and you must provide eleven (11) copies to the Board during the meeting.

The Board meeting is not the forum to voice a complaint against a licensee, instructor, school, or establishment. Complaints must be handled in accordance with the Board's rules and regulations. Please refer to the form entitled "Complaints".

Please complete and return this form via email to executivedirector@msbc.ms.gov or by mail to MSBCB, PO Box 55689, Jackson, MS 39296. Once received, you will receive confirmation of your placement on the agenda.

Spokesperson's Name: Dallasciet Harper Mack

Address: Evers Career Development Center

Phone: 6012789175 Email Address: dharpermack@jackson.k12.ms.us

Date of Meeting You Wish to Attend: January 26, 2026/January 27, 2026

Subject You Wish to Present:

Support Recommendation for school opening at the Evers Career Development Center Barbering and Cosmetology.