

MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING
Board Meeting – VIRTUAL
March 16, 2026
Public Access: 239 North Lamar Street, Jackson, MS 39201

1. **WELCOME AND CALL TO ORDER**

Leisa McElreath, Board Chairman, called the meeting to order at 9:06 a.m. All present recited the Pledge of Allegiance.

Catherine Bell provided a roll call with the following present:

Leisa McElreath, Board Chair
Wendi Hill, Vice Chair
James Cook, Secretary

Thomas Elkins
Aaron Washington
Dr. Mary G. Armstrong

Todd Freeman was absent.

A quorum was present for voting purposes.

Others present were:

Catherine Bell, Executive Director
Sara Hartzog, Special Assistant Attorney General/ Counsel for the Board

2. **AGENDA APPROVAL**

Wendi Hill moved to accept the agenda. Thomas Elkins provided a second. The voice vote was unanimous. Motion carried.

3. **BOARD MINUTE APPROVAL**

Wendi Hill moved, seconded by James Cook, to approve the minutes, as corrected, of the Board meetings held on February 22 and 23, 2026. The voice vote was unanimous. Motion carried.

4. **AGENDA REQUEST**

The Board heard from A'sheena Woods, Michael Jefferson, Carly Parker, and Brittany Lloyd. The Board took no action.

Stephanie Johnston was not present at the meeting.

5. **EXECUTIVE DIRECTOR'S REPORT**

Catherine Bell provided an update to the Board on the status of license printing, SB2566, and HB 1907.

Catherine Bell reported that Tupelo Academy of Cosmetology will be closing in April 2026.

6. **LICENSE/WORK PERMITS/APPROVAL LETTER REPORT**

Thomas Elkins moved, seconded by Wendi Hill, to deny the school application submitted by the Cosmetology School of Collins. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Thomas Elkins, to approve the school application submitted by Mississippi Beauty and Aesthetics Institute for the programs of esthetics and instructor. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by James Cook, to approve the school application submitted by Blue Cliff College for the program of esthetics. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Thomas Elkins, to approve the school application submitted by East Central Community College for the program of instructor. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Wendi Hill, to approve the school application submitted by Pearl River Community College for the programs of barbering and cosmetology contingent on the school's submission of photographic evidence of the installation of a privacy curtain in the esthetics area. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Wendi Hill, to approve the school application submitted by Clutch Academy of Cosmetology for the programs of cosmetology and instructor. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, to approve the school application submitted by Art Barber College for the programs of barber and instructor. The voice vote was unanimous. Motion carried.

7. CONTINUING EDUCATION

Because of a technical service issue, Aaron Washington left the meeting at 1:00 pm.

Wendi Hill moved, seconded by Thomas Elkins, to approve the continuing education course submitted by Premier Orlando to be held on May 30-June 1, 2026, in Orlando, FL for six (6) hours of continuing education for the licenses of cosmetology, barber, esthetics, nail technology, and/or instructor. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by James Cook, to approve the continuing education course submitted by MS Cosmetology and Barbering School Association to be held on June 7 & 8, 2026, in Biloxi, MS for twelve (12) hours of continuing education in methods of teaching for the license of instructor. The voice vote was unanimous. Motion carried.

Aaron Washington resolved the technical service issue and rejoined the call at 1:16 pm.

James Cook moved, seconded by Thomas Elkins, to approve the continuing education course submitted by Cosmetology and Barbering School Owners and Teachers to be held on April 19, 2026, in Jackson, MS for six (6) hours of continuing education for the licenses of cosmetology, barber, esthetics, nail technology, and/or instructor. The voice vote was as follows:

Leisa McElreath – aye
Wendi Hill – aye
James Cook – aye
Thomas Elkins – aye
Aaron Washington – abstain
Dr. Mary G. Armstrong – aye

Motion carried.

8. NEW BUSINESS

Wendi Hill moved, seconded by James Cook, moved for a licensee who is an instructor and who renewed their practitioner license prior to February 23, 2026, by the payment of all

license and late fees set out by law to not be eligible for the “revive” form and \$10.00 fee but must pay any and all license and late fees as set out by law. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Aaron Washington to approve the “Application to Revive a Practitioner License (limited use)” as amended. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, to create an Ad Hoc Committee for Curriculum Standards and Objective Assessments. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Thomas Elkins, moved to establish the membership of the Ad Hoc Committee for Curriculum Standards and Objective Assessments to include one representative from each of the associations that make up the Cosmetology and Barbering Council, one (1) instructor from a community college, one (1) instructor from a for profit school, one (1) administrator from a community college, and one (1) administrator from a for profit school. Mr. Cook would serve on the committee in a non-voting capacity, with Ms. Hill as the alternate, for the Board. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Wendi Hill, that the charge to the Ad Hoc Committee for Curriculum Standards and Objective Assessments was to survey or assess the state of practical education in Mississippi and develop recommendations for practical education in all licensed schools in Mississippi. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, moved for the Ad Hoc Committee for Curriculum Standards and Objective Assessments to review and assess off campus practical education and make recommendations to the Board. The voice vote was unanimous. Motion carried.

School Online Education (theory), School Off Campus Education (practical), and School pass/fail ratio remained on the table.

Thomas Elkins moved, seconded by Wendi Hill, to approve the Establishment Inspection Notification Form with the addition of the inspection date. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, moved to approve the contract submitted by Narrative12, attached hereto as Exhibit A. The voice vote was unanimous. Motion carried.

The Board reviewed the rules and regulations found in Chapters 2, 4, and 10 and made changes to same after robust discussion. James Cook moved, seconded by Thomas Elkins, to adopt Chapter 2: Public Records Requests, Chapter 4: Proceedings on Proposed Rules, and Chapter 10: Establishments, and for the Executive Director to file Chapter 2: Public Records Requests, Chapter 4: Proceedings on Proposed Rules, and Chapter 10: Establishments in a temporary status with the Secretary of State. A copy of Chapter 2: Public Records Requests, Chapter 4: Proceedings on Proposed Rules, and Chapter 10: Establishments are attached as Exhibit B. The voice vote was unanimous. Motion carried.

9. EXPENSES

James Cook moved, seconded by Wendi Hill to approve, pending legislative grant of approval through HB 1907, the expenses of Cornerstone (2.2.2026) for \$18,975 and of USNext (July 2025 – January 2026) for \$15,182.50. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by James Cook, to approve February 25, 2026, expense of USNext in the amount of \$4,290. The voice vote was unanimous. Motion carried.

10. UPCOMING MEETING DATES

The Board took notice of the upcoming Board meetings:

March 30, 2026, at 9:00 a.m. - in person at the Robert E. Lee Building,

April 13, 2026, at 9:00 a.m. - virtual,

April 27, 2026, at 9:00 a.m. - in person at the Robert E. Lee Building,

May 11, 2026, at 9:00 a.m. - virtual, and

May 18, 2026, at 9:00 a.m. - in person at the Robert E. Lee Building.

11. ADJOURNMENT

Wendi Hill moved, seconded by James Cook, to adjourn at 4:28 p.m. The voice vote was unanimous. Motion carried.

APPROVED:



Leisa McElreath, Board Chairman

CONTRACT FOR SERVICES
MSBCB/Narrative12
March 2026

THIS AGREEMENT made this day, between the MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING (MSBCB), State of Mississippi, CATHERINE BELL, EXECUTIVE DIRECTOR (hereinafter referred to as "DIRECTOR"), and NARRATIVE12, represented by CHECKY HERRINGTON. (Hereinafter referred to as "CONTRACTOR"), whose address is 190 Lucy's Lane, Starkville, MS 39759.

WITNESSETH:

In consideration of the mutual benefits and advantages to each other, and to meet the demands of this office within the time frame necessary, the DIRECTOR does therefore engage CONTRACTOR for the purposes and for the time set forth below; and CONTRACTOR does agree to perform the services as described. IT IS HEREBY AGREED:

1. **SCOPE OF SERVICES:** CONTRACTOR shall provide consulting services related to social media and media relations activities. Services include establishing and managing a comprehensive and dynamic social media presence that includes Facebook, Instagram and X (Twitter) and a proactive media relations initiative. Coordination of the MSBCB's social media platforms shall include a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement. Placements shall include a minimum of three posts per week on all social platforms. Media relations shall include development and statewide distribution of one professionally written news release per month. Any projects outside the scope of this agreement (such as presentations, videos, photography, mailing, advertising, travel, etc.) will be billed separately at rates agreed upon prior to the beginning of any work. Additional services requested by MSBCB that exceed the scope described herein must be mutually agreed upon in writing prior to commencement of such work. All work should be performed under the direction of the Executive Director or her designee. No tasks shall be performed without prior approval and direction. CONTRACTOR shall determine the manner and means of performing the services described herein, consistent with the status of CONTRACTOR as an independent contractor.
2. **PERIOD OF PERFORMANCE:** CONTRACTOR shall undertake to do and perform the services referred to herein for the period March 15, 2026, through June 30, 2026.
3. **CONSIDERATION AND PAYMENT:** As consideration for the satisfactory performance of this Agreement, DIRECTOR agrees to pay and CONTRACTOR agrees to accept the following compensation: COMPENSATION shall be at the rate of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100 (\$2,250.00) per month for consulting services related to social media and media relations activities not to exceed NINE THOUSAND DOLLARS AND NO/100 (\$9,000.00). It is understood that the CONTRACTOR shall serve as an Independent Contractor. The CONTRACTOR shall be responsible for the payment of applicable employment taxes. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DIRECTOR agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi

Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of invoice. Payments by MSBCB using the State's accounting system 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 electronically submit invoices and supporting documentation at any time during the term of this Agreement. CONTRACTOR understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

CONTRACTOR understands and agrees that all funds supporting this Agreement emanate from an appropriation from the State of Mississippi and in the event that the supply of funds is decreased or is stopped entirely, then MSBCB shall have the right to immediately cancel this Agreement and CONTRACTOR shall have the right to receive payment for any services rendered up until the date of the notice of termination and CONTRACTOR'S obligation to perform shall cease on such date.

4. **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."
5. **ITEMIZED SERVICES:** CONTRACTOR shall submit to the MSBCB at such times and in such form and manner as the DIRECTOR may direct, an itemized invoice for services rendered in an amount compatible with the consideration fixed herein. CONTRACTOR shall keep and maintain such records as DIRECTOR may direct and shall submit the same to DIRECTOR with the invoice mentioned above.

6. TERMINATION FOR CONVENIENCE

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

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 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. DIRECTOR 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.

7. TERMINATION FOR DEFAULT

Default. If Contractor refuses or fails to perform any of the provisions of this contract 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 contract provisions, or commits any other substantial breach of this contract, DIRECTOR 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 the DIRECTOR, such officer may terminate 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 in whole or in part, DIRECTOR may procure similar supplies or services in a manner and upon terms deemed appropriate by the DIRECTOR. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services. CONTRACTOR'S liability for excess costs incurred by MSBCB in procuring similar services shall be limited to the total remaining value of the contract (\$9,000.00). MSBCB shall make reasonable efforts to mitigate such costs by seeking competitive pricing for replacement services.

Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the DIRECTOR, 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. In such event, all final, completed deliverables for which Narrative12 has received full payment shall be and remain the property of MSBCB. Narrative12 shall provide "as-is" copies of unfinished work only upon mutual agreement and full compensation for the labor hours invested in said unfinished work up to the date of termination. CONTRACTOR shall not be liable for any subsequent use or modification of such unfinished materials by MSBCB or third parties.

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 the DIRECTOR 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 provided that any such withholding is accompanied by a detailed written accounting of the specific costs or claims being addressed.

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 contract 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 the DIRECTOR within 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 contract requirements. Upon request of Contractor, the Agency Head 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 the contract, the delivery schedule shall be revised accordingly.

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 contract.

8. TERMINATION UPON BANKRUPTCY

This contract 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 contract, but in no case shall said compensation exceed the total contract price.

9. **CHANGES:** DIRECTOR 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 contract. All modifications to the contract must be made in writing by the DIRECTOR.

10. **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 DIRECTOR thereto. None of the work or services covered by this Agreement shall be subcontracted.
11. **DISCRIMINATION:** 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, 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. The 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.
12. **CONFIDENTIALITY:** Any writings, reports, forms, information, ideas, data, electronic or otherwise given to, prepared by, or in any way generated or accomplished by CONTRACTOR shall be considered confidential, and no such information shall be made available to any individual, organization, or otherwise by CONTRACTOR without the prior written approval of DIRECTOR.
13. **OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS:** All rights to MSBCB data, files, and final work products created under this Agreement shall be the property of MSBCB. However, any pre-existing materials, tools, templates, methodologies, or intellectual property developed by CONTRACTOR prior to this Agreement shall remain the property of CONTRACTOR.
14. **APPLICABLE LAW:** The Agreement shall be governed by and construed 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, state and local laws and regulations.
15. **NOTICES:** All notices to MSBCB required or permitted under this Agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid return receipt requested, at the address set forth below. Notice shall be deemed given when actually received or refused.

Mississippi State Board of Cosmetology and Barbering Attention:
Catherine Bell
Post Office Box 55689
Jackson, Mississippi 39296-5689

16. **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, except as disclosed.

17. 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 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of March 15, 2026.

BY: _____ Date: _____
CHECKY HERRINGTON
President
NARRATIVE12

BY: _____ Date: _____
CATHERINE BELL
Executive Director
MSBCB



**THE MISSISSIPPI STATE BOARD OF
COSMETOLOGY AND BARBERING
RULES AND REGULATIONS**

**Title 30 Professions and Occupations
Part 2101**

Chapter 2 Public Records Request Excluding records exempted under Mississippi law, the Board responds to any public records request pursuant to the Mississippi Public Records Act of 1983, MISS. CODE ANN. § 25-61-1, *et seq.*, in accordance with the following procedures:

Rule 2.1 Submission of Request Any request for information must be submitted in writing and either mailed or hand delivered to the address of record for the Board.

The request should describe in reasonable detail the record(s) sought and, if possible, include a clear and concise description of the record(s) desired including pertinent information such as names, date, etc. that may aid the Board in locating the requested record(s).

Source: MISS. CODE ANN. §§ 73-7-7 & 25-61-1 *et seq.*

Rule 2.2 Timetable for Processing Any document request will be approved or denied by the Board within seven (7) working days after the request is received. In the event of a denial for all or part of the request, the executive director will provide an explanation of the denial to the requestor in writing. If the requested information is unable to be produced by the seventh (7th) day after the request is made, the Board will provide a written explanation regarding why the document(s) cannot be produced during that timeframe. Unless there is a mutual agreement of the parties, in no case shall the production of the requested record(s), after timely payment and unless otherwise exempt, be any later than fourteen (14) working days from the receipt of the request.

Source: MISS. CODE ANN. §§ 73-7-7 & 25-61-1 *et seq.*

Rule 2.3 Exempt Documents All applications for licensure including, but not limited to, exam results in the possession of the Board are exempt from the provisions of the Mississippi Public Records Act of 1983.

Source: MISS. CODE ANN. §§ 73-7-7 & 25-61-1 *et seq.*

Rule 2.4 Third Party Information Records furnished to the Board by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying, or reproduction until the third party has been advised that the documents will be released. Further, no third-party information will be released if a third party obtains a court order prohibiting the same. The requestor will be notified of any court orders that prohibit the release of the requested information.

Source: MISS. CODE ANN. §§ 73-7-7 & 25-61-1 *et seq.*

Rule 2.5 Assessment of Costs to the Requestor Prepayment by the requesting party of the cost estimated by the Board to review, notify any Third Parties, retrieve, search, duplicate, copy, and/or deliver the requested records shall be required.

Payment for information requested must be made in advance of receipt of document(s) and must be sufficient to cover the actual costs for the Board to furnish the information. Such costs include, but are not limited to, staff time to evaluate the request, to retrieve any relevant files, to organize the information, to notify any Third Parties, to develop a cost estimate and schedule, to reproduce the material, and to deliver the information requested.

- A. An estimated cost will be provided to the requestor based on the volume of information, the format in which the information is stored and requested, and whether or not third-party information has been requested. The requestor may submit payment for processing of the request, amend the request, or withdraw the request. The requestor should submit written notice of their intent to either proceed or withdraw the request.
- B. If no response is given by the requestor within thirty (30) days of the estimated cost notification being sent, the Board will proceed no further with the request. If at a later date, the requestor decides to proceed with the request, he must submit a new request.
- C. Timely payment under paragraph B means payment received by the next business day after the estimated cost notification is provided to the requestor. By delaying the payment of the estimated fee past the next business day, the requestor acknowledges there may be a delay in the delivery of the requested documents. No request will be processed until payment is received.
- D. The decision to charge for public records is at the discretion of the executive director.

Source: MISS. CODE ANN. § 25-61-1.

Rule 2.6 Request for Document Inspections The requestor will be billed for the total amount of time expended by employees of the Board assisting with the inspection of documents. Additional fees incident to document production may be assessed.

Source: MISS. CODE ANN. §§ 73-7-7 & 25-61-1 *et seq.*

Rule 2.7 Public Information via the Internet Some information pertaining to the Mississippi State Board of Cosmetology and Barbering is available free of charge on the Board's webpage.

Source: MISS. CODE ANN. §§ 73-7-7 & 25-61-1 *et seq.*

Chapter 4 Proceedings on Proposed Rules

Rule 4.1 Oral Proceedings Allowed The Board will conduct an oral proceeding on a proposed regulation or amendment if requested by a political subdivision, an agency, or ten (10) persons within twenty (20) days after the filing of the notice of the proposed regulation.

- A. Each request must be submitted on 8-1/2" x 11" white paper and must be printed, typewritten, or legibly handwritten.
- B. The request may be in the form of a letter addressed to the Board or in the form of a pleading as if filed with the court.
- C. Each request must include the full name, telephone numbers, and mailing address of the requestor(s).
- D. All requests shall be signed by the person filing the request, unless represented by an attorney, in which case the attorney may sign the request.

Source: MISS. CODE ANN. §§ 73-7-7 & 25-43-3.104.

Rule 4.2 Notification of Oral Proceeding The date, time, and place of all oral proceedings shall be filed with the Secretary of State's office and mailed to each requestor. The oral proceedings will be scheduled no earlier than twenty (20) days from the filing of this information with the Secretary of State.

Source: MISS. CODE ANN. §§ 73-7-7 & 25-43-3.104.

Rule 4.3 Presiding Officer The Board President or their designee, who is familiar with the substance of the proposed regulation, shall preside at the oral proceeding on a proposed regulation.

Source: MISS. CODE ANN. §§ 73-7-7 & 25-43-3.104.

Rule 4.4 Public Presentations and Participation Public participation shall be permitted at oral proceedings in accordance with the following:

- A. At an oral proceeding on a proposed regulation, persons may make oral statements and make documentary and physical submissions.
- B. Persons wishing to make oral presentations at such a proceeding shall notify the Board at least one (1) business day prior to the proceeding and indicate the general subject of their presentations. The presiding officer, in their discretion, may allow

individuals to participate that have not previously contacted the Board.

- C. At the proceeding, those who participate shall indicate their names and addresses, identify any persons or organizations they may represent, and provide any other information relating to their participation deemed appropriate by the presiding officer.
- D. The presiding officer may place time limitations on individual oral presentations when necessary to assure the orderly and expeditious conduct of the oral proceeding. To encourage joint oral presentations and to avoid repetition, additional time may be provided for persons whose presentations represent the views of other individuals as well as their own views.
- E. Persons making oral presentations are encouraged to avoid restating matters that have already been submitted in writing.
- F. There shall be no interruption of a participant who has been given the floor by the presiding officer, except that the presiding officer may in their discretion interrupt or end the person's time where the orderly conduct of the proceeding so requires.

Source: MISS. CODE ANN. §§ 73-7-7 & 25-43-3.104.

Rule 4.5 Conduct at Oral Proceedings

- A. The presiding officer shall have authority to conduct the proceeding in their discretion for the orderly conduct of the proceeding. The presiding officer shall:
 - 1. call proceeding to order;
 - 2. give a brief synopsis of the proposed regulation, a statement of the statutory authority for the proposed regulation, and the reasons provided by the Board for the proposed regulation;
 - 3. call on those individuals who have contacted the Board about speaking in favor of or against the proposed regulation;
 - 4. allow for rebuttal statements following all participant's comments; and
 - 5. adjourn the proceeding.
- B. The presiding officer, where time permits and to facilitate the exchange of information, may open the floor to questions or general discussion. The presiding officer may question participants and permit the questioning of participants by other participants about any matter relating to that regulation-making proceeding, including any prior written submissions made by those participants in that proceeding, but no participant shall be required to answer any question.

- C. Physical and documentary submissions presented by participants in an oral proceeding shall be submitted to the presiding officer. Such submissions become the property of the Board and are subject to the Board's public records request procedure.
- D. The Board may record oral proceedings by stenographic or electronic means.

Source: MISS. CODE ANN. §§ 73-7-7 & 25-43-3.104.

Chapter 10 Establishments: Salons/Shops

Rule 10.1 Unlicensed Practice Prohibited An establishment owner must ensure that all persons performing or offering to perform any service within the scope of practice of any profession licensed by this Board are properly licensed at all times. No one shall work within the scope of practice of any profession licensed by the Board within an establishment without a valid license or permit.

An establishment may not perform or offer to perform any service within the scope of any profession licensed by this Board that is outside of the scope of the establishment's license.

Source: MISS. CODE ANN. §§ 73-7-7; 73-7-9; 73-7-35 (2).

Rule 10.2 Enforcement The holder of an establishment license is the owner of the establishment. The holder of the establishment license shall be responsible for the implementation and maintenance of the sanitary conditions of the establishment as well as compliance with all Board rules and regulations. Any licensee shall be held individually responsible for the implementation and maintenance of the sanitary conditions of his station and/or equipment as well as compliance with all Board rules and regulations

Source: MISS. CODE ANN. § 73-7-7.

Rule 10.3 Posting Board Required Information A licensed establishment must post in a conspicuous place any information or announcement so required by the Board.

Source: MISS. CODE ANN. § 73-7-7.

Rule 10.4 Establishment License Application All establishments where any profession licensed by the Board is practiced must also hold an establishment license. An application entitled "establishment application" available on the Board's website or otherwise may be made available by the Board. The application must be accompanied by:

- A. Proof of business's good standing filed with the Mississippi Secretary of State, if applicable;
- B. Building permit (new construction), if applicable;
- C. Evidence of successful inspection by the county/city and fire department, if applicable;

- D. List, including quantity, of equipment in the establishment;
- E. List of all licensed practitioners associated with the establishment; and
- F. Non-refundable fee.

An establishment license is non-transferable. Any change to the establishment ownership, location (including area within a building i.e. suite), and/or name requires the submission of a new establishment license application. No license shall be issued until all fines previously assessed to the establishment have been paid in full.

Source: MISS. CODE ANN. §§ 73-7-7; 73-7-17; 73-7-35.

Rule 10.5 Establishment License Inspection An establishment license cannot be issued until after an inspection by the Board or a Board agent is successfully passed. The establishment inspection may be scheduled only after the submission of a complete application as per Rule 10.4. If an applicant fails to appear at the scheduled inspection date and time, the applicant must pay a re-inspection fee, unless good cause is shown in writing, before another inspection may be scheduled.

Source: MISS. CODE ANN. §§ 73-7-7; 73-7-17; 73-7-35.

Rule 10.6 Establishment License Renewal An establishment license must be renewed biennially. An application entitled “establishment renewal” available on the Board’s website or otherwise may be made available by the Board. The application must be accompanied by:

- A. Proof of business’s good standing filed with the Mississippi Secretary of State, if applicable;
- B. List of all licensed practitioners associated with the establishment; and
- C. Non-refundable fee.

An establishment license that is not renewed within one (1) year from the date of expiration must make a new application for licensure complying with Rule 10.4 and successfully complete the inspection described in Rule 10.5.

No license shall be renewed until all fines previously assessed to the establishment have been paid in full.

Source: MISS. CODE ANN. §§ 73-7-7; 73-7-17; 73-7-35.

Rule 10.7 Required Equipment A licensed establishment must maintain in a sanitary and safe operating order all of the Board required equipment. A complete list of Board required equipment is available on the Board’s website or otherwise may be made available by the Board.

Source: MISS. CODE ANN. § 73-7-7.

Rule 10.8 Display of Barber Pole A barber pole is a pole or cylinder with alternating stripes of any combination including, but not limited to, red and white or red, white, and blue, which run diagonally along the length of the cylinder or pole; or any depiction, rendering, or other representation of a “barber pole” that appears in any form, which would create the impression to members of the general public that a business located near the object is a licensed to offer the services of barbering.

A barber pole may be displayed only if the establishment is licensed to offer the services of barbering.

Source: MISS. CODE ANN. §§ 73-7-7 & 73-7-11.

Rule 10.9 Establishments Attached to a Residence An establishment may be attached to a residence if:

1. There is a wall between the establishment and residence that is complete from floor to ceiling; if there is a door located within this wall, it must remain closed at all times;
2. There is an outside entrance into the establishment;
3. There is a restroom conveniently located for client use; and
4. All equipment required by Rule 10.7 is located within the establishment and not within the residence.

Source: MISS. CODE ANN. §§ 73-7-7 & 73-7-33.

Rule 10.10 Nursing Home Establishments A nursing home is an establishment wherein residents are confined due to illness. A retirement home/community is not a nursing home.

An establishment license as issued by this Board is not required for a nursing home establishment that is part of a patient care facility if the services are restricted to only residents.

Source: MISS. CODE ANN. §§ 73-7-7 & 73-7-35.

Rule 10.11 Mobile Establishments A mobile establishment is a self-contained, enclosed motor vehicle that is movable to different locations. Mobile establishments may not be operated in Mississippi.

Source: MISS. CODE ANN. § 73-7-7.

Rule 10.12 Inspection All establishments licensed by the Board shall be inspected, without prior announcement, biennially at minimum. The Board or its agent(s) may conduct an establishment inspection as part of the investigation of a complaint. Interference with an inspection

may result in the issuance of a citation for violation and may result in further discipline.

A licensee shall make his government issued photo identification available upon request of the Board or its agent(s).

An establishment shall meet all applicable health and safety standards required by local, state, and/or federal law.

Source: MISS. CODE ANN. §§ 73-7-7 & 73-7-11.

Rule 10.13 Violations Resulting from Inspection When the Board or its agent(s) find a violation(s), a citation for violation shall be provided to the licensee on the Board's form which also includes the monetary penalty, if any, assessed for the violation. Notice shall be issued by certified mail or by personal service.

Within thirty (30) days, the licensee who received a citation for violation may invoke their right to a hearing under Chapter 12 or may waive this right and pay the monetary penalty assessed. If no hearing is requested, monetary penalty(s) should be paid within thirty (30) days and must be paid prior to the renewal of any license issued by the Board.

If an establishment with any unpaid monetary penalty is sold, such unpaid monetary penalty will be assessed to the new establishment owner. An establishment with any unpaid monetary penalty that moves locations or changes names will have any unpaid monetary penalty due and owing by the owner on file with the Board at the time of the location or name change.

Source: MISS. CODE ANN. §§ 73-7-7 & 73-7-27.