

MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING
Board Meeting
June 29, 2026
Robert E. Lee Building, Jackson

1. **WELCOME AND CALL TO ORDER**

Leisa McElreath, Board Chairman, called the meeting to order at 9:25 a.m. due to IT issues. 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
Dr. Mary G. Armstrong

Thomas Elkins, Todd Freeman, and Aaron Washington were 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**

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

3. **BOARD MINUTE APPROVAL**

James Cook moved, seconded by Wendi Hill, to approve the minutes of the Board meeting held on June 8, 2026. The voice vote was unanimous. Motion carried.

4. **AGENDA REQUEST**

Brenda Durr addressed the Board. The Board took no action.

5. **EXECUTIVE DIRECTOR'S REPORT**

Catherine Bell provided an update to the Board on the upcoming Inspections Town Hall dates. Ms. Bell will speak at the MS ACTE on July 14 and at the Career and Technical Education Conference on July 22.

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

Catherine Bell provided an update of all applications made and licenses/work permits issued for the month of May 2026, for the professions of cosmetology, barbering, nail technology, and esthetics as well as establishments. Wendi Hill moved, seconded by James Cook, to approve all licenses/work permits as stated. The voice vote was unanimous. Motion carried. A copy of the accepted licenses is attached hereto as "Exhibit A".

Wendi Hill moved, seconded by James Cook, to approve the Cosmetology School of Collins for the programs of cosmetology, nail technology, and instructor. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of B. A. Airhart. James Cook moved, seconded by Wendi Hill, that the felony convictions known by the Board and committed by B. A. Airhart at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit B. A. Airhart from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of J. L. Willis. James Cook moved, seconded by Wendi Hill, that the felony convictions known by the Board and committed by J. L. Willis at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit J. L. Willis from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Applications of:

- | | |
|-------------------|----------------------|
| a. C. D. Timbes | m. J. L. Carter, Jr. |
| b. K. Chapman | n. L. Davis |
| c. K. E. Davis | o. M. Aaron |
| d. M. Hardin | p. B. D. Moran |
| e. S. Guerrero | q. C. Booth |
| f. R. J. Gallatin | r. A. Palmer |
| g. T. Conerly | s. R. Weton |
| h. K. Travis | t. K. Cowart |
| i. A. Brookshire | u. J. M. Young |
| j. M. D. Tate | v. L. J. Roberts |
| k. D. Flowers | w. J. Booth |
| l. K. M. Watson | x. K. L. McCollum. |

James Cook moved, seconded by Wendi Hill, that, upon receipt of the signed and notarized completed application including the certified judgment, that the felony convictions known by the Board and committed by the above listed individuals at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit any of the above mentioned individuals from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Wendi Hill, to deny the Universal Application filed by H. Nguyen and to issue a Notice to H. Nguyen for a Show Cause Hearing. The voice vote was unanimous. Motion carried.

Dr. Mary Armstrong moved, seconded by Wendi Hill, to deny the Universal Application filed by Q.T. Tran and to issue a Notice to Q.T. Tran for a Show Cause Hearing. The voice vote was unanimous. Motion carried.

Dr. Mary Armstrong moved, seconded by James Cook, to deny the Establishment Application filed by InStyle Nails and to issue a Notice to InStyle Nails for a Show Cause Hearing. The voice vote was unanimous. Motion carried.

7. OLD BUSINESS

School Online Education (theory, Rules and Regulations (chapter 9), Extractions – scope of practice (barber), Comedone – scope of practice (barber), Epilation/Depilation – scope of practice (barber), Waxing - scope of practice (barber), and Manicuring – scope of practice (barbering) remained on the table.

Dr. Mary Armstrong moved to adopt Chapter 12: Hearings and Discipline Rules and Regulations and for the Executive Director to file Chapter 12: Hearings and Discipline Rules and Regulations in temporary status with the Secretary of State. James Cook provided the second. The voice vote was unanimous. Motion carried. A copy of Chapter 12: Hearings and Discipline Rules and Regulations are attached as “Exhibit B”.

8. NEW BUSINESS

James Cook moved, seconded by Dr. Mary Armstrong, to approve IQT and Prometric vetted testing locations within Mississippi Department of Corrections locations across the state as testing locations for the theory exam. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Wendi Hill, to approve the Testing Evaluator Contracts with M. Jones and D. Coker for FY27. The voice vote was unanimous. Motion carried. A copy of two contracts are attached as "Exhibit C".

Dr. Mary Armstrong moved to permit an establishment that is changing ownership to continue operation under the active establishment license during the change of ownership process so long as the new owner within forty-five (45) days of the bill of sale provides to the MSBCB the bill of sale (or other legal documentation of the establishment sale), files the Establishment Application and completes the initial inspection. The voice vote was unanimous. Motion carried.

Todd Freeman joined the meeting at 1:00 pm.

Wendi Hill moved to adopt Rules and Regulations numbered 11.1 – 11.20 and for the Executive Director to file Rules and Regulations numbered 11.1 – 11.20 in temporary status with the Secretary of State. James Cook provided the second. The voice vote was unanimous. Motion carried. A copy of Chapter 11: Health and Safety Rules and Regulations are attached as "Exhibit D".

James Cook moved to adopt Rules and Regulations numbered 11.21 and for the Executive Director to file Rules and Regulations numbered 11.21 in temporary status with the Secretary of State. Wendi Hill provided the second. The voice vote was as follows:

Leisa McElreath – aye
Wendi Hill – aye
James Cook – aye
Todd Freeman – aye
Dr. Mary Armstrong – nay.

Motion carried.

Wendi Hill moved, seconded by James Cook, for the Executive Director to file as final with the Secretary of State and present to OLRC for review Rules and Regulations Chapters 1-8 and 10. The voice vote was unanimous. Motion carried.

James Cook, moved seconded by Todd Freeman, to place Exam Development and Drafting on the table. The voice vote was unanimous. Motion carried.

9. COMPLAINTS

EXECUTIVE SESSION

Wendi Hill moved to go into closed session to determine whether an Executive Session was needed. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Wendi Hill, that the Board had reason to go into Executive Session pursuant to MISS. CODE ANN. § 25-41-7, investigative proceedings regarding allegations of misconduct or violations of law. The voice vote was unanimous. Motion carried.

Within Executive Session the following action was taken:

Wendi Hill moved to rescind the previous dismissal and/or action taken and to set for hearing complaints numbered 2025-2104-2, 2025-0505-1, 2025-1209-1, and 2025-1011-1. Todd Freeman provided the second. The voice vote was unanimous. Motion carried.

Wendi Hill moved to rescind the previous assignment to Board members for investigation and to set for hearing complaints numbered 2025-1004-001, 2025-1404-001, 2025-2904-005, and 2025-0506-001. Dr. Mary Armstrong provided the second. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Wendi Hill, to assign among the Board members the complaints numbered 2025-0303-01, 2025-1410-001, 2025-2010-001, 2025-2110-001, 2025-1811-002, 2025-2111-01, 2026-2502-001, and 2026-3003-001, 2026-3003-002. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Todd Freeman, to, upon the advice of counsel, dismiss the complaints numbered 2026-2304-1, 2026-2404-1, 2026-2904-1, 2026-2904-2, 2026-0505-1, 2026-0505-2, 2026-0505-3, 2026-0605-1, 2026-0805-1, 2026-1105-01, 2026-1105-2, 2026-1205-1, 2026-1205-2, 2026-1805-1, 2026-1905-2, 2026-2105-1, and 2026-2205-1. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Wendi Hill, to set the following complaints for hearing: 2025-1808-001, 2025-0107-001, 2025-2107-001, 2025-2107-002, 2025-2807-001, 2025-0408-001, 2025-2608-001, 2025-0409-001, 2025-1509-001, 2025-0910-001 & 2026-0304-001, 2025-2710-001, 2025-0411-001, 2025-1512-001, and 2025-2212-001. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Dr. Mary Armstrong, to authorized Board Counsel to discuss the potential of a consent agreement with the parties in all cases that the Board set for hearing. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Wendi Hill, to initiate a Board Complaint numbered 2026-2906-1, 2026-2906-2, and 2026-2906-3. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Wendi Hill, to exit Executive Session and return to Open Session. The voice vote was unanimous. Motion carried.

10. EXPENSE REVIEW

James Cook moved, seconded by Wendi Hill, to approve payments to Pitney Bowes, DataLynks, Shannon Jones, and Thoughtspan. The voice vote was unanimous. Motion carried.

11. FINANCIAL REPORT

Lori Lee presented the financial report. James Cook moved, seconded by Wendi Hill, to approve the financial report pending audit. The voice vote was unanimous. Motion carried.

12. PARLIAMENTARY PROCEDURE TRAINING

James Cook, moved seconded by Wendi Hill, to place Parliamentary Procedure Training on the table. The voice vote was unanimous. Motion carried.

13. UPCOMING MEETING DATES

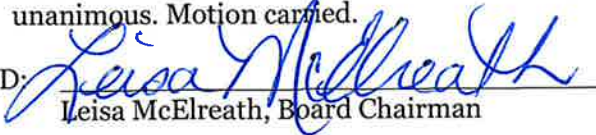
July 13, 2026, at 9:00 a.m. – in person at the Robert E. Lee Building,
July 27, 2026, at 9:00 a.m. – in person at the Robert E. Lee Building,
August 24, 2026, at 9:00 a.m. – in person at the Robert E. Lee Building,

September 27, 2026, at 1:00 p.m. - Cosmetology and Barbering Council meeting – TBD location, and
September 28, 2025, at 9:00 a.m. – in person at the Robert E. Lee Building.

14. ADJOURNMENT

James Cook moved, seconded by Wendi Hill, to adjourn at 4:55 p.m. The voice vote was unanimous. Motion carried.

APPROVED:


Leisa McElreath, Board Chairman

LICENSING TEAM LEAD REPORT
TESTING/LICENSE/PERMIT REPORT

June 2026

(Report reflects May 2026 workload)

Universal Initial Licenses Issued	24
Practitioner Initial Licenses Issued	33
Universal Work Permits Issued	48
Student Work Permits Issued	24
Total License Issued: Practitioners 801 Salons 134 Schools	

UNIVERSAL INITIAL LICENSES ISSUED

First Name	Last Name
ANH THU	NGUYEN
CHAU THI TO	HA
DUC VAN	HUYNH
ERICA	DAVIS
GINA MARIE	PETTY
HA THAI THI	VU
HOI	TRAN
KHOA BICH	TRUONG
LOC XUAN	HOANG
MYKELIA	BARR
NGA	NGUYEN
NGOC THI TUYET	HO
OANH KIM	NGUYEN
PHUONG HOAI	NGUYEN
PHUONG THI	HO
QUYEN	NGUYEN
SOPHIA THI	CHELMIS
THAO THANH	TRAN
THI KIM NGAN	LE
THI PHUONG	TRAN
THI THAM	VAN
VINH TRONG	NGUYEN
VINH VAN	NGUYEN
XIA SUNSHINE	LIN

PRACTITIONER INITIAL LICENSES ISSUED (STUDENTS)

First Name	Last Name
MACEY	SPENCER
KALEE	HALL
LORNE	PATTERSON
ELIZABETH	REIMONENQ
KAITLYN	GIBSON
ANNA	HENDERSON
BROOKE	HALL
KHYRAH	RODGERS
CAYLIE	STREICH
KEISHIA	CULBERSON
CHASITY	WHITE
RAINIE	BARNUM
TYJAE	MAJOR
JESSICA	HARP
DARNITA	FLUCKER
JAQUALYNN	MOYERS
TYRONE	JENKINS
THOMAS	WHITE
NIKKI	HEIDEN
LISSA	DOMINGUEZ
MYA	WALKER
MARY	CALCOTE
ALANNAH	WYMER
LEKINDRIC	RIDEOUT
ELIZABETH	MONTOYA
LUNDIN	SMITH
MADELYN	CARTER
CHLOE	COOK
MADISON	SKELTON
NINA	GILLESPIE
MARIAH	NASH
JASLYN	ALFRED
RON'SHEA	MOORE

ESTABLISHMENT LICENSES ISSUED

Name	County
RELAX AND RESTORE STUDIO (MANICURE/ESTHETICS)	Hinds

SOUTHERN ROOTS SALON LLC (FULL SERVICE)	Jackson
PROFESSIONAL IMAGE BARBER SHOP	Carroll
KL HAIR STUDIO (COSMETOLOGY/ESTHETICS LIMITED)	Smith
UNIQUE STYLE-N-CUTS BARBERSHOP LLC	Union
RACHEL BARBUTO HAIR STUDIO LLC (COSMETOLOGY/ESTHETICS LIMITED)	Madison
NEW DIMENSION BARBER SHOP	Yalobusha
THE DELTA BUZZ LLC (BARBER)	Sharkey
ROSEMARY NAILS	Forrest
STUDIO 27 (COSMETOLOGY/ESTHETICS LIMITED)	Lamar
STYLESBYNIC (COSMETOLOGY)	Monroe
TUPELO WELLNESS LLC (ESTHETICS)	Lee
THE VANITY (COSMETOLOGY)	Hancock
AQUA THE DAY SPA (MANICURE/ESTHETICS)	Madison
STUDIO 106 (FULL SERVICE/BARBER)	Perry
DEP NAILS & SPA LLC (FULL SERVICE)	Desoto
THE ELIZABETH COLLECTION (FULL SERVICE/BARBER)	Alcorn
SPOKEN BEAUTY SALON & BOUTIQUE LLC (COSMETOLOGY)	Desoto
THE CHAIR (COSMETOLOGY/ESTHETICS LIMITED)	Bolivar
NOGGINS BARBER SHOP	Madison
GLAM HAIR STUDIO (COSMETOLOGY/ESTHETICS LIMITED)	Desoto
LOVELY NAILS (MANICURE/ESTHETICS)	Yazoo
ROOTS SALON (COSMETOLOGY)	Lincoln
ROOTED (COSMETOLOGY/ESTHETICS)	Scott
THE TAKEOVER BARBER AND BEAUTY BAR (COSMETOLOGY/BARBER)	Jackson
WOODY'S BARBERSHOP LLC (COSMETOLOGY/BARBER/ESTHETICS)	Hinds
CRISP CUTZ LLC (COSMETOLOGY/BARBER)	Desoto
SMITTY'S HAIR SHOPPE (COSMETOLOGY/BARBER)	Bolivar
FADE AVENUE (BARBER)	Lamar
THE RAZOR LOUNGE (FULL SERVICE/BARBER)	Monroe

IKUT BARBER AND BRAID LOUNGE (BARBER)	Bolivar
LOCAL STYLE LLC (FULL SERVICE)	Forrest
THE PERFECTION LAB	Lauderdale

UNIVERSAL WORK PERMITS ISSUED

First Name	Last Name
ALEXIS	BARKER
TIM	LE
TRAN MINH	NGUYEN
TU ANH	DANG
ZAVIA	HARRIS
TUE ANH THAI	NGO
UYEN NHI THI	TRUONG
VAN KHANH	TRAN
VAN PHUOC CONG	LE
XUNG THI	HO
TUE	NGO
ALISSIA	MALONE
ANNA	ALLEN
ANTHONY	CAMMARATA
AUDRA	BUTLER
BONG THI	NGUYEN
DARSHANA	PATEL
DINH	TRAN
DORIAN	COLEMAN
ELLIE	HOANG
GIAU	TRAN
HARLEY	RUST
HOANG	TO
HUONG	NHAN
JASIA	BELL
JULIA	NGUYEN
JULIE	WINTZEL
KEEGAN	JONES
KHOA	NGUYEN
LADAWNTEE	GREEN
MELANIE	PITTMAN
MY HA	NGO
NADIA	ALBATNIGI

NGOC ANH THI	TRUONG
NHAT HUONG GIANG	PHAN
PHUC HONG	DO
PHUONG DOAN	NGUYEN
PHUONG THI THUY	LE
PHUONG TUYET	VO
SARAH PEARL	NGUYEN
SHACUERIA	FOSTER
SUNITA	ADHIKARI
TASHA	FLOWERS
THI ANH THU	NGUYEN
THI MY HANH	LUONG
THI THU	HO
THI THUY VY	HA
THU	TRAN
THU THI NGOC	NGUYEN

STUDENT WORK PERMITS ISSUED	
First Name	Last Name
ALEXIS	CARTER
ALFRED	WATTS JR
AMBER	RUSHING
CAIMBRIE	COUGHLIN
CAMRYN	FRAZIER
ELIZABETH	LINGLE
ERICA	STEWART
GELISSA	WATSON
HANNAH	CHRISTENSEN
JASMINE	GREEN
JAYLEN	HAYNES
KATHRYN	MCLENDON
MADISON	COOK
MARISSA	YATES
MOLLY	WILLIAMS
NOVALEY	BENNETT
RILEY	RAYBORN
RYLEE	SOJOURNER
SARAH	BLACK
SHAQUITA	TABLES
TECO	SANDIFER JR
TREMEL	SUTTON
TRYSTEN	YARBOROUGH

VICTORIA	REEVES
----------	--------

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

**Title 30 Professions and Occupations
Part 2101**

Chapter 12 Hearings and Discipline

Rule 12.1 Violations Resulting from Inspection or Audit When the Board or its agent(s) find a violation(s) resulting from inspection (for Establishments) or inspection and/or audit (for Schools), 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 from the date of receipt of the Notice required under this rule, the licensee who received a citation for violation may invoke their right to a hearing under this Chapter. To do so, the licensee must submit by email, hand delivery, or mail to the address of record of the Board the document entitled "Application for Administrative Hearing" that is available on the Board's website or otherwise made available by the Board. Any person who makes the application for a hearing shall be entitled to a hearing.

If no hearing is requested, monetary penalty(s) shall 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 and must be paid before an establishment license is issued to the new 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.

Rule 12.2 Complaint Members of the public or the Board may make a complaint against a licensee for an alleged violation of the Law or the Rules and Regulations by completing the document entitled "complaint" that is available on the Board's website or otherwise ~~may be~~ made available by the Board. All complaints must be signed and notarized. A complaint must be submitted by email, hand delivery, or mail to the address of record of for the Board.

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

Rule 12.3 Investigation Once a complaint is received, the executive director shall enter the complaint into the Complaint Database and assign a number to the complaint. The executive director shall confer with the Board attorney to determine if the Board has jurisdiction to hear the complaint. After jurisdiction is confirmed, a Board member or agent of the Board will investigate the complaint to determine whether there is substantial justification to believe the licensee has

committed any of the alleged offenses. The investigating Board member or agent of the Board, after consultation with the executive director and the Board's attorney, will make a recommendation to the Board to proceed with a dismissal, consent order, informal conference, or formal disciplinary hearing.

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

Rule 12.4 Complaint, Summons, and Notice of Hearing For the purposes of this rule, "Complaint" refers to the formal documents issued by the Board to initiate a disciplinary hearing. The Complaint is based on prior investigation of charges or information and shall set forth a statement of the charges against the licensee. The Complaint shall be signed by the executive director and shall instruct the respondent to personally appear at the disciplinary hearing, inform of the respondent's right to counsel, and inform of the respondent's right to produce witnesses and evidence on his behalf as well as the right to cross-examine adverse witnesses and challenge adverse evidence.

"Summons and Notice of Hearing" refers to the document(s) accompanying the Complaint which compels the respondent to appear and sets forth the date, time, and place of the hearing.

The Complaint, Summons and Notice of Hearing shall be mailed by certified mail, postage prepaid to the last known residence or business address of the licensee on file with the Board no less than twenty (20) days prior to the scheduled date of the disciplinary hearing.

Applicants for an administrative hearing as contemplated in Rule 12.1 will receive no less than twenty (20) days prior to the scheduled date of the hearing a "Notice of Hearing" that compels the respondent to appear and set forth the date, time and place of the hearing. The Notice of Hearing shall be signed by the executive director and shall instruct the respondent to personally appear at the administrative hearing, inform of the respondent's right to counsel, and inform of the respondent's right to produce witnesses and evidence on his behalf as well as the right to cross-examine adverse witnesses and challenge adverse evidence.

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

Rule 12.5 Consent Orders If, after receipt of a Complaint and prior to the disciplinary hearing, a licensee desires to admit to a violation, a consent order may be entered into with the licensee without the necessity of a disciplinary hearing. This opportunity for settlement shall be at the sole discretion of the investigative committee.

If, after submitting the request for an administrative hearing contemplated in Rule 12.1 and prior to the hearing, a licensee desires to admit citation(s) for violation and/or the Board attorney concludes that certain elements, findings or evidence related to the inspection or audit are not sufficient to withstand scrutiny by the Board, a consent order may be entered into with the licensee without the necessity of a hearing.

Any consent order shall be subject to the approval of the Board and shall not be subject to appeal. The Board may reject a proposed consent order and vote to proceed with the scheduled hearing.

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

Rule 12.6 Informal Conferences The respondent or the Board may request an informal conference at the Board office with the investigative committee for the purpose of showing that the allegation(s) contained in the complaint is (are) not true. The investigative committee will be composed of the designated Board member, the executive director, the Board attorney, and appropriate staff personnel; however, the absence of any member of the investigative committee shall not invalidate the formation of the committee or the conclusions of the conference. The respondent may have an attorney present only in an advisory capacity. If the respondent desires a conference and the complaint cannot thereafter be dismissed on the evidence, an effort will then be made to reach an informal settlement and consent order as provided in Rule 12.5.

The informal conference or settlement negotiation shall be completed no less than ten (10) days before the scheduled date of the disciplinary hearing; provided, however, the Board's investigative committee, at its sole discretion, may continue the disciplinary hearing at the request of the respondent for the purpose of completing said proceedings.

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

Rule 12.7 Summary Suspension The Board may summarily suspend a license without a hearing, simultaneously with the filing of a Complaint, Summons, and notice of hearing according to Rule 12.4, if the Board determines that the health, safety, or welfare of the public is in immediate danger. If the Board summarily suspends a license, a hearing must be held within twenty (20) days after such suspension begins, unless continued at the request of the licensee.

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

Rule 12.8 Right to Counsel All applicants and licensees have a right to counsel at their own expense.

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

Rule 12.9 Recusal A Board member shall not participate in any disciplinary action if the Board determines that such a Board member is personally biased in favor of or against the licensee.

Any licensee in a disciplinary proceeding may assert conflict or bias by filing with the executive director at least three (3) days before the scheduled disciplinary hearing an affidavit asserting the disqualification together with specific details of the underlying factual bias for the assertion.

The recusal or disqualification of Board members shall be considered on the record as a preliminary matter at the hearing before any other questions are decided. In the event that after consideration there does not remain a quorum, substitute panel members shall be selected from the most recent slates of Board appointment candidates established by the Mississippi State Board of Cosmetology and Barbering to the extent necessary to achieve a quorum. These substitute

members shall receive compensation as provided for Board members in Mississippi Code Annotated section 73-7-1.

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

Rule 12.10 Hearings Disciplinary hearings and hearings conducted pursuant to Rule 12.1 are held before the Board and presided by the Board President or designee of the Board. For disciplinary hearings, the investigative Board member shall not sit as a member of the Board in any disciplinary hearing resulting from that investigation.

The Board shall have the power to compel the attendance of witnesses and the production of books, documents, records, and other papers by subpoena. Upon the request of the respondent, the Board likewise may also compel the attendance of witnesses and the production of books, documents, records, and other papers by subpoena for and on behalf of respondent.

All hearings shall be recorded and/or transcribed by a court reporter.

The Mississippi Rules of Civil Procedure and the Mississippi Rules of Evidence are inapplicable to the conduct of all hearings. There shall be no discovery.

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

Rule 12.11 Order The Board shall issue an order within sixty (60) days after the close of the hearing, which shall include findings of fact and conclusions of law, stated separately. The licensee shall be forwarded a copy of the order by certified mail and a copy shall be forwarded to each attorney of record.

All orders issued by the Board shall be reflected in the Board minutes and shall be matters of public record and preserved pursuant to state law.

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

Rule 12.12 Discipline Upon a finding that the licensee has violated any law or rule and regulation adopted by the Board, the Board may fine the accused; suspend/limit/restrict the accused's license to practice; refuse to issue or renew the accused's license to practice; and/or revoke the accused's license to practice.

The Board may, in its discretion, stay the execution of its order conditioned upon any provision the Board deems just and proper under all the circumstances of each case.

In determining whether a license should be revoked or suspended or limited, and whether execution of the order should be stayed, and upon what conditions, the Board may consider all relevant factors, including, but not limited to, the following:

1. the severity of the violation(s);
2. the actual or possible danger to the public resulting from the licensee's past and present

- violation(s);
3. the actual damage resulting from the licensee's past and present violation(s);
 4. the number of past repetitions of the licensee's present violation(s);
 5. the length of time since the occurrence of the licensee's present violation(s);
 6. the number and seriousness of previous violations;
 7. the length of time the licensee has practiced;
 8. the deterrent effect of the penalty imposed;
 9. the effect of the penalty upon the licensee's livelihood;
 10. any efforts of rehabilitation; and
 11. any other mitigating or aggravating circumstances.

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

Rule 12.13 Costs The Board may, in its discretion, assess and tax all actual costs incurred in a disciplinary hearing against any licensee found guilty hereunder, or the charging party, or both. The Board may, in its discretion, assess and tax all actual costs incurred in an administrative hearing contemplated in Rule 12.1, against any licensee who does not prevail. Such costs may include, but are not limited to, costs incurred in the investigation of the Complaint, court reporter fees, and/or costs incurred for service of process.

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

Rule 12.14 Fines Any fines assessed to a licensee by an Order of the Board must be paid within thirty (30) days of the Board Order, if no appeal of same is filed.

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

Rule 12.15 Appeal Any person aggrieved by the action of the Board as a result of the proceedings conducted hereunder may appeal therefrom as provided for in Section 73-7-27 Mississippi Code Annotated (1972). The filing of an appeal and appellate bond stays the timeframe required to pay any monetary fee assessed in a Board Order; however, the filing of an appeal does not stay any non-monetary discipline imposed on a licensee by a Board Order.

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

**MISSISSIPPI STATE BOARD OF COSMETOLOGY & BARBERING
TESTING EVALUATOR
CONTRACT FOR PROFESSIONAL SERVICE**

This non-exclusive Agreement is made as of July 1, 2026, by and between the Mississippi State Board of Cosmetology and Barbering (MSBCB) and Deborah B. Coker (Contractor).

Scope of Services to be Performed. Contractor agrees to perform the following services for the MSBCB Board:

Evaluators as assigned by the Board:

Contractor will be furnished data necessary to perform these services. Contractor will provide Law and Sanitation Exam administration and tabulation as well as Barber Theory Exam administration within the time frames specified in the attached job description and within the limitations of the MSBCB Rules and Regulations or any other specific requirements or limitations as may be prescribed by the MSBCB. Contractor will comply with all other responsibilities as set forth in the attached job description.

Time for Performance. These services shall begin July 1, 2026, and end June 30, 2027, with an option for renewal.

Payment. In consideration of this contract and performance of these services, MSBCB agrees to pay to the Contractor:

- A. \$ 120.00 per day to a maximum of \$6,000.00 for practical examination evaluation.
- B. Travel mileage will be reimbursed in accordance with the DFA Travel Reimbursement Policy in force at the time of the practical examination evaluation. Contractor will pay any and all other expenses incurred during the course of his/her duties during the term of this contract.

Invoices. Contactor will submit a monthly timesheet for all services rendered. For each month in which any practical examination is done, Contractor shall submit a timesheet to the MSBCB no later than the 5th of the following month along with the appropriate documentation for verification and approval using the processes and procedures identified by the State. This timesheet shall be sent to the Testing Coordinator for verification and then forwarded to the Executive Director for approval. The Executive Director, in turn, will issue written approval for payment.

Termination for Cause. If Contractor fails to fulfill his/her obligations under this contract, the MSBCB shall there upon have the right to terminate the contract by giving written notice to Contractor of such termination and specifying the effective date therefore, at least three (3) days before the effective date such termination. In the event of such termination, Contactor shall be entitled to receive compensation for work completed. The MSBCB reserves the right to contract with others for the same or similar services at any time during or after this contract. Contractor shall not be relieved of liability to the MSBCB for damages sustained by the MSBCB by virtue of the Contractor's breach of this contract. The MSBCB may withhold any payments for the purpose of set off until such time as the exact amount of damages due to the MSBCB Board are satisfied.

Ownership of Documents and Work Products. All data collected and/or prepared in connection with this contract are the property of the MSBCB. The MSBCB reserves all the rights to the applications thereof and to any and all applications and for materials prepared. Contractor is prohibited from use of the above described materials without the express written approval of the MSBCB.

Non-Assignability. Contractor shall not assign or transfer this contract without prior written consent of the MSBCB. Any attempted assignment or transfer without such prior written consent is void.

Compliance with Laws. Contractor shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, The State of Mississippi or any agency thereof and all local governments.

Confidentially. Contractor will be provided with information to facilitate the terms of this contract. The work product of this contract and all relevant communications, data and documentation is confidential and shall not be released or divulged by Contractor.

Records and Audits. Contractor shall maintain and make available to the MSBCB and any of its representatives or designees adequate records needed to audit the services Contractor performs.

Modification or Amendment. Modifications to this contract may be made only upon the prior mutual agreement of the parties. However, any change supplement, modification or amendment of any term, provision or condition of this contract must be in writing and signed by both parties.

Availability of Funds. It is expressly understood that the fulfillment of the conditions of this contract by the MSBCB is conditioned upon the receipt of adequate state funds. Any cessation or reduction in state funds shall, at the option of the MSBCB constitute grounds for avoidance of this contract, without penalty or legal liability.

Representation Regarding Contingent Fees. 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. 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 7204 (Gratuities) of the Mississippi Personal Services Contract Procurement Regulations.

Procurement Regulations. This Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson Mississippi, for inspection.

E-Invoicing. For each month in which practical examination evaluations are done, Contractor shall submit a monthly timesheet electronically to the MSBCB by the 10th of the following month, along with the appropriate documentation, for verification and approval using the processes and procedures identified by the State. The MSBCB agrees to make payments in accordance with Mississippi law on "Timely Payments for Purchase by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code of Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that the MSBCB is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment shall be construed as acceptance of defective or incomplete work, and Contractor shall remain responsible and liable for full performance.

Compliance with the Mississippi Protection Act. 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 (Suppv2008) 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 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 herein means 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: (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 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 loss or permit.

Entire Agreement. This contract constitutes the entire agreement of both parties. It supersedes and replaces any prior agreements, written or oral, between the parties.

Notice. Any notice under this contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, as follows:

Board:
MSBCB
239 North Lamar Street, Suite 301
Jackson, MS 39201

Contractor:
Deborah B. Coker
134 Memory Lane
Madison, MS 39110

This Contract had been made and interchangeably executed by the parties hereto in duplicate. Originals as indicated by signature below on this _____ day of _____, 2026.

Leisa McElreath, Chairman,
Mississippi State Board of Cosmetology
and Barbering

Deborah Coker,
Contractor

**MISSISSIPPI STATE BOARD OF COSMETOLOGY &
BARBERING
TESTING EVALUATOR
JOB DESCRIPTION**

Summary of Job Description:

Testing Evaluators work under the supervision of the MSBCB and its Executive Director and are directly accountable to the MSBCB. Duties and responsibilities of Practical Evaluators include, but are not limited to, the following: administration, monitoring and tabulation of the Law and Sanitation Exam and administration and monitoring of the Barber Theory Examination. Evaluators will submit all exam materials to the Testing Coordinator or Executive Director. Evaluators are to follow established MSBCB testing protocols. Testing evaluation and score reporting are to be held in absolute confidentiality between the evaluator and the MSBCB. The Testing Evaluator will also follow all protocols required by PROV in regard to the Barber Theory Examination.

Data Collection:

All data collection will be performed with the strictest confidentiality and respect for testing candidate privacy in accordance with relevant laws of the State of Mississippi and the federal government, as advised by the MSBCB legal counsel.

Report Preparation:

For the Law and Sanitation Exam, Testing Evaluators will grade the exams following the guideline established by the MSBCB and complete the results sheet.

Conflict of Interest:

Evaluators must recuse themselves from evaluating any testing candidate who the Evaluator knows personally. Evaluators must avoid a conflict of interest and follow the Mississippi ethics and government provisions found in MISS. CODE ANN. § 25-4-101 *et seq.*

Summary of Minimum Qualifications:

MSBCB Evaluators must possess a valid and unrestricted practitioner license a minimum of ten (10) years or possess a valid and unrestricted Instructor's license in Mississippi for a minimum of ten (10) years. Applicants for the position must submit a resume to the Executive Director.. Any Evaluator must be approved by a majority vote of the MSBCB.

Reimbursement of Evaluator:

Evaluators shall be reimbursed at a rate of \$120.00/day, exclusive of travel time and mileage, to a maximum of \$6,000 for the entire year. Any anticipated expenditure that exceeds the maximum must have prior approval by the MSBCB. Mileage shall be reimbursed monthly at the rate approved by the State of Mississippi based on the Mississippi Travel Reimbursement Policy at the time of the services provided on the Mississippi State Form 13.20.10

Evaluation:

Reports and performance of Evaluators will be reviewed annually by the MSBCB.

**MISSISSIPPI STATE BOARD OF COSMETOLOGY & BARBERING
TESTING EVALUATOR
CONTRACT FOR PROFESSIONAL SERVICE**

This non-exclusive Agreement is made as of July 1, 2026, by and between the Mississippi State Board of Cosmetology and Barbering (MSBCB) and Madonna C. Jones (Contractor).

Scope of Services to be Performed. Contractor agrees to perform the following services for the MSBCB Board:

Evaluators as assigned by the Board:

Contractor will be furnished data necessary to perform these services. Contractor will provide Law and Sanitation Exam administration and tabulation as well as Barber Theory Exam administration within the time frames specified in the attached job description and within the limitations of the MSBCB Rules and Regulations or any other specific requirements or limitations as may be prescribed by the MSBCB. Contractor will comply with all other responsibilities as set forth in the attached job description.

Time for Performance. These services shall begin July 1, 2026, and end June 30, 2027, with an option for renewal.

Payment. In consideration of this contract and performance of these services, MSBCB agrees to pay to the Contractor:

- A. \$ 120.00 per day to a maximum of \$6,000.00 for practical examination evaluation.
- B. Travel mileage will be reimbursed in accordance with the DFA Travel Reimbursement Policy in force at the time of the practical examination evaluation. Contractor will pay any and all other expenses incurred during the course of his/her duties during the term of this contract.

Invoices. Contractor will submit a monthly timesheet for all services rendered. For each month in which any practical examination is done, Contractor shall submit a timesheet to the MSBCB no later than the 5th of the following month along with the appropriate documentation for verification and approval using the processes and procedures identified by the State. This timesheet shall be sent to the Testing Coordinator for verification and then forwarded to the Executive Director for approval. The Executive Director, in turn, will issue written approval for payment.

Termination for Cause. If Contractor fails to fulfill his/her obligations under this contract, the MSBCB shall there upon have the right to terminate the contract by giving written notice to Contractor of such termination and specifying the effective date therefore, at least three (3) days before the effective date such termination. In the event of such termination, Contractor shall be entitled to receive compensation for work completed. The MSBCB reserves the right to contract with others for the same or similar services at any time during or after this contract. Contractor shall not be relieved of liability to the MSBCB for damages sustained by the MSBCB by virtue of the Contractor's breach of this contract. The MSBCB may withhold any payments for the purpose of set off until such time as the exact amount of damages due to the MSBCB Board are satisfied.

Ownership of Documents and Work Products. All data collected and/or prepared in connection with this contract are the property of the MSBCB. The MSBCB reserves all the rights to the applications thereof and to any and all applications and for materials prepared. Contractor is prohibited from use of the above described materials without the express written approval of the MSBCB.

Non-Assignability. Contractor shall not assign or transfer this contract without prior written consent of the MSBCB. Any attempted assignment or transfer without such prior written consent is void.

Compliance with Laws. Contractor shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, The State of Mississippi or any agency thereof and all local governments.

Confidentially. Contractor will be provided with information to facilitate the terms of this contract. The work product of this contract and all relevant communications, data and documentation is confidential and shall not be released or divulged by Contractor.

Records and Audits. Contractor shall maintain and make available to the MSBCB and any of its representatives or designees adequate records needed to audit the services Contractor performs.

Modification or Amendment. Modifications to this contract may be made only upon the prior mutual agreement of the parties. However, any change supplement, modification or amendment of any term, provision or condition of this contract must be in writing and signed by both parties.

Availability of Funds. It is expressly understood that the fulfillment of the conditions of this contract by the MSBCB is conditioned upon the receipt of adequate state funds. Any cessation or reduction in state funds shall, at the option of the MSBCB constitute grounds for avoidance of this contract, without penalty or legal liability.

Representation Regarding Contingent Fees. 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. 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 7204 (Gratuities) of the Mississippi Personal Services Contract Procurement Regulations.

Procurement Regulations. This Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson Mississippi, for inspection.

E-Invoicing. For each month in which practical examination evaluations are done, Contractor shall submit a monthly timesheet electronically to the MSBCB by the 10th of the following month, along with the appropriate documentation, for verification and approval using the processes and procedures identified by the State. The MSBCB agrees to make payments in accordance with Mississippi law on "Timely Payments for Purchase by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code of Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that the MSBCB is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment shall be construed as acceptance of defective or incomplete work, and Contractor shall remain responsible and liable for full performance.

Compliance with the Mississippi Protection Act. 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 (Supp2008) 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 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 herein means 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: (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 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 loss or permit.

Entire Agreement. This contract constitutes the entire agreement of both parties. It supersedes and replaces any prior agreements, written or oral, between the parties.

Notice. Any notice under this contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, as follows:

Board:
MSBCB
239 North Lamar Street, Suite 301
Jackson, MS 39201

Contractor:
Madonna Jones
4115 Van Norman Curve Dr.
McComb, MS38648

This Contract had been made and interchangeably executed by the parties hereto in duplicate. Originals as indicated by signature below on this _____ day of _____, 2026.

Leisa McElreath, Chairman,
Mississippi State Board of Cosmetology
and Barbering

Madonna Jones,
Contractor

**MISSISSIPPI STATE BOARD OF COSMETOLOGY &
BARBERING
TESTING EVALUATOR
JOB DESCRIPTION**

Summary of Job Description:

Testing Evaluators work under the supervision of the MSBCB and its Executive Director and are directly accountable to the MSBCB. Duties and responsibilities of Practical Evaluators include, but are not limited to, the following: administration, monitoring and tabulation of the Law and Sanitation Exam and administration and monitoring of the Barber Theory Examination. Evaluators will submit all exam materials to the Testing Coordinator or Executive Director. Evaluators are to follow established MSBCB testing protocols. Testing evaluation and score reporting are to be held in absolute confidentiality between the evaluator and the MSBCB. The Testing Evaluator will also follow all protocols required by PROV in regard to the Barber Theory Examination.

Data Collection:

All data collection will be performed with the strictest confidentiality and respect for testing candidate privacy in accordance with relevant laws of the State of Mississippi and the federal government, as advised by the MSBCB legal counsel.

Report Preparation:

For the Law and Sanitation Exam, Testing Evaluators will grade the exams following the guideline established by the MSBCB and complete the results sheet.

Conflict of Interest:

Evaluators must recuse themselves from evaluating any testing candidate who the Evaluator knows personally. Evaluators must avoid a conflict of interest and follow the Mississippi ethics and government provisions found in MISS. CODE ANN. § 25-4-101 *et seq.*

Summary of Minimum Qualifications:

MSBCB Evaluators must possess a valid and unrestricted practitioner license a minimum of ten (10) years or possess a valid and unrestricted Instructor's license in Mississippi for a minimum of ten (10) years. Applicants for the position must submit a resume to the Executive Director.. Any Evaluator must be approved by a majority vote of the MSBCB.

Reimbursement of Evaluator:

Evaluators shall be reimbursed at a rate of \$120.00/day, exclusive of travel time and mileage, to a maximum of \$6,000 for the entire year. Any anticipated expenditure that exceeds the maximum must have prior approval by the MSBCB. Mileage shall be reimbursed monthly at the rate approved by the State of Mississippi based on the Mississippi Travel Reimbursement Policy at the time of the services provided on the Mississippi State Form 13.20.10

Evaluation:

Reports and performance of Evaluators will be reviewed annually by the MSBCB.

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

**Title 30 Professions and Occupations
Part 2101**

Chapter 11 Health and Safety

Rule 11.1 Compliance with All Applicable Regulations The licensee listed as the establishment owner is liable for the implementation and maintenance of the sanitary conditions of the establishment. A licensed practitioner is individually liable for the implementation and maintenance of the sanitary conditions of their primary work area and equipment.

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

Rule 11.2 Water Supply Requirements and Standards Within the licensed establishment each water source must supply an adequate supply of hot and cold potable running water, under pressure, from an approved source.

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

Rule 11.3 Restroom/Toilets and Water Disposal Each establishment must have at least one (1) restroom facility wherein all sewage disposal systems meet the requirements of the Mississippi State Department of Health and/or the Mississippi Public Utilities. Each restroom must be equipped with hot and cold running water and soap.

A licensed practitioner shall wash hands with soap and water before providing services to each client. An alcohol-based hand sanitizer may be used only when running water is temporally unavailable and the practitioner's hands are not visibly soiled.

For all manicuring services, the client shall wash hands with soap and water before providing services to each client. An alcohol-based hand sanitizer may be used only when running water is temporally unavailable and the practitioner's hands are not visibly soiled.

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

Rule 11.4 Refuse and Waste Materials All refuse and waste material must be kept in a lidded container(s) of solid construction and removed from the premises as frequently as necessary to prevent nuisance. Hair and nail clippings must be removed from the floor and surface area following each client.

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

Rule 11.5 Towels or Linens Clean linens or towels must be stored in a clean, closed cabinet or container. Only freshly laundered or new disposable linens or towels can be used on

each client. After linens and towels have been used, they must be deposited in covered container with ventilation and cannot be used again until properly laundered and disinfected.

Used linens and towels must be laundered either by regular commercial laundering or by a non-commercial laundering process which includes the following treatment: immersion in hot water and with detergent and thoroughly dried.

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

Rule 11.6 Articles in Contact with a Client All implements, tools, and supplies which have been used in direct contact with a client or which have become soiled must be removed from primary work area, placed in a receptacle provided for that purpose, and cannot be used on another client until properly cleaned and disinfected.

A sanitary neck strip or towel must be used to keep all protective coverings from coming in direct contact with a client unless such protective covering is single use.

Supplies that cannot be disinfected according to either Rule 11.12 or Rule 11.13 are considered single client use only and must be disposed of after use. Such supplies include, but are not limited to, cotton gauzes, cotton pads, cotton strips, ear pads, neck strips, spa liners, toe separators, flip flops, non-metal nail files, e-file sanding bands, make up applicators, and nail buffers.

During any manicure or pedicure, all multi use implements and tools used on a client must be placed in a solution of 70% alcohol when such implement or tool is not in current use. After the service, all implements and tools must be removed from the workstation and shall not be used again until disinfected according to Rule 11.12 and Rule 11.13. After the service, the 70% alcohol must be disposed after use on each client.

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

Rule 11.7 Whirlpool Foot Spa A whirlpool foot spa may be piped or pipeless. A whirlpool foot spa is any basin using circulating water, either in a self-contained unit or in the unit that is connected to other plumbing in an establishment or school.

- A. After use upon each client, each whirlpool foot spa must be cleaned and disinfected in the following manner:
1. All water shall be drained, and all debris shall be removed from the basin. Remove all removable parts (i.e. footplate, impeller, screen);
 2. Scrub and clean all removable parts and the inside walls of the bowl with a clean and disinfected brush and soap and water;
 3. Rinse all removable parts and the inside walls of the bowl with clean water;
 4. Refill the bowl with clean water, and add the manufacturer's recommended amount of an EPA-registered disinfectant with demonstrated bactericidal, fungicidal, virucidal, pseudomonacidal properties and follow the manufacturer's instructions for required contact time;
 5. Clean and disinfect any additional parts and/or surface;

6. Drain, rinse, and wipe the basin dry using a single use paper towel or clean towel.
- B. At the end of each day, each basin must be disinfected in the following manner:
1. All water shall be drained, and all debris shall be removed from the basin. Remove all removable parts (i.e. footplate, impeller, screen);
 2. Scrub and clean all removable parts and the inside walls of the bowl with a clean and disinfected brush and soap and water;
 3. Rinse all removable parts and the inside walls of the bowl with clean water;
 4. Fill basin with chelating detergent and circulate through the spa system for approximately 5-10 minutes or as directed by the manufacturer;
 5. Drain the bowl and rinse with warm water;
 6. Refill the bowl with clean water, and add the manufacturer's recommended amount of an EPA-registered disinfectant with demonstrated bactericidal, fungicidal, virucidal, pseudomonacidal properties and follow the manufacturer's instructions for required contact time;
 7. Clean and disinfect any additional parts and/or surface;
 8. Drain, rinse, and wipe the basin dry using a single use paper towel or clean towel.
- C. Weekly, each whirlpool foot spa shall be cleaned and disinfected in the following manner:
1. All water shall be drained, and all debris shall be removed from the basin. Remove all removable parts (i.e. footplate, impeller, screen);
 2. Scrub and clean all removable parts and the inside walls of the bowl with a clean and disinfected brush and soap and water;
 3. Rinse all removable parts and the inside walls of the bowl with clean water;
 4. Fill basin with chelating detergent and circulate through the spa system for approximately 5-10 minutes or as directed by the manufacturer;
 5. Drain the bowl and rinse with warm water;
 6. Refill the bowl with clean water, and add the manufacturer's recommended amount of an EPA-registered disinfectant with demonstrated bactericidal, fungicidal, virucidal, pseudomonacidal properties and follow the manufacturer's instructions for required contact time;
 7. Do not drain the solution but leave the solution in the basin overnight;
 8. Drain the bowl and rinse with warm water;
 9. Refill the basin and run clean water through the spa pedicure system;
 10. Drain, rinse, and wipe the basin dry using a single use paper towel or clean towel.

A record shall be made of the date and time of each daily and weekly cleaning and disinfecting of each whirlpool foot spa as required by this Rule. This record must be made at or near the time of cleaning and disinfecting of each whirlpool foot spa and must indicate if a whirlpool foot spa was not used during an individual workday. These records must be retained for a period of six (6) months.

A sonic vibration spa should be cleaned according to the manufacturer's instructions. A cleaning log, as described in this rule, should be maintained for sonic vibration spas.

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

Rule 11.8 Shampoo Bowl/Chair

When the head rest is in use, the head rest must be provided with a clean towel or paper sheet for each client.

Shampoo bowls must be cleaned with soap and water or other detergent and disinfected after each client and/or use. Shampoo bowls and chairs must be kept in good, sanitary condition at all times.

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

Rule 11.9 Materials in Contact with a Client All products must be clearly labeled and stored in a clean, closed container. Creams, lotions, powders, and/or other cosmetics must be removed from the container by means of cotton, gauze, pledget, soft absorbent paper, spatula, or other sanitary applicator. Any excess remaining after application can neither be returned to the original container nor applied to another client but must be discarded.

All powder used on clients must be kept in a clean shaker or may be applied by means of cotton or other sanitary applicator. Non-disposable applicators must be disinfected after each client. Disposable applicators must be discarded immediately after use. Alternatively, powder used upon clients may be placed in a disposable or suitable dappen dish wherein the client dips. All unused powder along with the disposable dappen dish must be discarded after use upon each client.

Lotions or liquids must be poured into a sanitary, appropriate container and must be applied to the client by means of a sanitary applicator. Any excess remaining after application can neither be returned to the original container nor applied to another client but must be discarded.

Cosmetic pencils must be sharpened before and after being used on a client. A sharpener must be properly disinfected before each use.

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

Rule 11.10 Paraffin Wax Paraffin wax may be used only once and then must be discarded. It cannot be returned to the wax heater. Applicators cannot be re-dipped. Paraffin wax used for services requires the following:

1. The skin must be thoroughly cleansed.
2. The skin must be completely dried with a clean towel prior to immersion.
3. Wax must be discarded when cloudy or when it contains debris.
4. The product removed from the body must be discarded.

Appropriate, single use paraffin wax liners designed for such use are recommended, though not required, for paraffin wax treatments.

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

Rule 11.11 Hair Removal Gloves shall be donned before beginning a waxing service.

Follow manufacturers' guidelines for pre- and post- service instructions on wax use.

Wax and sugar mixtures used for epilation must be discarded when the wax or sugar mixture becomes cloudy or when it contains debris. The product removed from the body must be discarded. Applicators cannot be re-dipped.

Do not wax over skin tags and/or moles.

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

Rule 11.12 Disinfecting Non-Electrical Tools and Implements Work surfaces must be cleaned and disinfected after each client. All non-disposable implements, tools, materials, and/or supplies used in direct contact with a client must be thoroughly cleansed with soap and water and disinfected after each client.

Each establishment and school must have and use for disinfection a Wet Disinfectant Container that is covered at all times, properly labeled, and made of plastic/glass/stainless-steel/the type recommended by the manufacturer of the product it contains. The Wet Disinfectant Container must be large enough for total immersion of the implement(s) or tools and must contain the appropriate amount of solution for total immersion. Implements or tools must be removed from the disinfectant in such a manner as not to contaminate the disinfectant solution, rinsed, and placed on a clean dry towel to air dry.

The disinfectant must be EPA registered and demonstrate bactericidal, fungicidal, virucidal, pseudomonacidal properties. The licensee must follow the manufacturer's instructions for disinfectant mixing and immersion time and replacement intervals. Disinfectant must be discarded when contaminated. Disinfectant cannot be used for storage of implements, tools, materials, or other supplies.

Ultraviolet ray cabinets and/or glass bead sterilizers are not Board approved disinfecting devices.

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

Rule 11.13 Disinfecting Electrical Implements and Tools Non-disposable implements or tools that cannot be disinfected by the procedures in Rule 11.12 must be disinfected by:

1. Thoroughly cleansing the working parts of the implement after each use and prior to disinfection and
2. Contact points of non-immersible equipment shall be wiped or sprayed with disinfectants that are EPA registered and demonstrate bactericidal, fungicidal, virucidal, pseudomonacidal properties.

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

Rule 11.14 Disease Control No licensee shall perform any service upon the skin or scalp where such skin is inflamed, broke, sunburned, or otherwise compromised or where a skin infection or eruption is present. A licensee shall not have contact with a client who has a

communicable disease or parasitic infection that is transmittable.

A licensee with a communicable disease or parasitic infection that is transmittable shall not have contact with clients or other licensees in any establishment or school until their condition is no longer communicable.

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

Rule 11.15 Blood Exposure

- A. **Practitioner Injury.** If a practitioner/licensee sustains a cut, or other blood exposure injury, the client service must be immediately stopped, and the following steps employed:
1. Thoroughly clean the injured area with soap and water. Apply antiseptic and/or liquid styptic or spray styptic as necessary. The use of styptic pencil is prohibited. Containers, brushes or nozzles of liquid styptic are not allowed to touch the skin or contact the wound. A clean applicator, such as a piece of gauze, cotton ball, or cotton swab must be used.
 2. Cover the injury with an adhesive dressing or band aid.
 3. Put on appropriately sized disposable gloves (e.g., plastic, vinyl, nitrile)
 4. Any tissue, gauze, cotton used to collect blood, or clean injury must be disposed of in a sealed plastic bag. The plastic bag must be put into another plastic bag (double bagged) and appropriately discarded.
 5. Clean and disinfect work area and remove or disinfect any contaminated implements as provided in Rule 11.12 and 11.13.
 6. Remove and discard disposable gloves and double bag before discarding. Wash and scrub hands with soap and water. Follow with antibacterial scrub on hands. Replace any adhesive dressing or band aid as needed and double bag before discarding. If wound is on hand or finger, put on properly sized disposable glove or finger cot (e.g., plastic, vinyl, nitrile) on the wound or injury, if continuing to work.
 7. If necessary, clean client with soap and water.
 8. In the event of a blood-to-blood contact, contact a private physician.
- B. **Client Injury:** If a client sustains a cut, or other blood exposure injury, the client service must be immediately stopped, and the following procedure employed:
1. Put on appropriately sized disposable gloves (e.g., plastic, vinyl, nitrile).
 2. Thoroughly clean the injured area with soap and water. Apply antiseptic and/or liquid styptic or spray styptic as necessary. The use of styptic pencil is prohibited. Containers, brushes or nozzles of liquid styptic are not allowed to touch the skin or contact the wound. A clean applicator, such as a piece of gauze, cotton ball, or cotton swab must be used.
 3. If necessary/appropriate cover area with an adhesive dressing or band aid.
 4. Any tissue, gauze, cotton used to collect blood, or clean injury must be disposed of in a sealed plastic bag. The plastic bag must be put into another plastic bag (double bagged) and appropriately discarded.

5. Clean and disinfect work area and remove or disinfect any contaminated implements as provided in Rule 11.12 and 11.13.
 6. Remove and discard disposable gloves and double bag before discarding. Wash and scrub hands with soap and water. Replace any adhesive dressing or band aid as needed and double bag before discarding. If wound is on hand or finger, put on properly sized disposable glove or finger cot (e.g., plastic, vinyl, nitrile) on the wound or injury, if the service continues.
 7. In the event of a blood-to-blood contact, contact a private physician.
- C. In the case of blood or bodily fluid contact on any solid surface area, an EPA-registered disinfectant, or a blood and body fluid cleanup and disinfection with chlorine bleach solution must be used per manufacturer's instructions immediately to clean up all visible blood and/or bodily fluids.

If any non-porous implement is contacted with blood or bodily fluid, it must be immediately cleaned and disinfected using an EPA-registered disinfectant in accordance with the manufacturer's instructions or totally immersed in a blood and body fluid cleanup and disinfection with chlorine bleach solution for five (5) minutes. Disposal of blades that were in contact with blood must be in a red sharps biohazard container.

If any porous implement contacts blood or bodily fluid, it must be immediately double bagged and discarded in a closed trash container or biohazard box.

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

Rule 11.16 Storage of Implements and Tools Disinfected implements or tools must be stored in a clean, disinfected, closed receptacle when not in use.

Carrying implements in or on garments or uniforms is prohibited.

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

Rule 11.17 Chemical Use and Storage All bottles and containers of professional grade supplies to be used on clients must be clearly labeled and must be stored apart from other substances including, but not limited to, cleaning supplies. When not in use, all bottles and containers must remain closed.

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

Rule 11.18 Products All products must be used according to the manufacturer's instructions. A material safety data sheet for all products used must be available for reference and produced upon request.

Possession or storage on licensed premises of any item banned or deemed to be poisonous or unsafe by the FDA or other governmental agency will be considered evidence of its use.

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

Rule 11.19 Animals A licensee is prohibited from using animals in any procedure or service. Animals, apart from service animals as defined by the Americans with Disabilities Act ("ADA"), are prohibited from being inside of a licensed school or establishment.

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

Rule 11.20 Floor Surface Floors in any area where services are performed must be covered in a non-porous material.

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

Rule 11.21 Equipment/Tool/Service/Procedure Guidelines A licensee may not use the following in any procedure or service:

1. razor-type callus shavers designed and intended to cut growth of skin such as corns and calluses (e.g. credo blade),
2. surgical scalpel,
3. non-solid surface foot file (e.g. "cheese grater" style foot file),
4. products containing methyl methacrylate liquid monomers (MMA),
5. electric file not designed for use on the human nail, and/or
6. any tool/equipment/product classified as either FDA class 2 or class 3.

A cosmetology or esthetics licensee may perform dermaplaning services with only a disposable, non-surgical 10R rounded edge butterblade. Disposal of blades including, but not limited to, razor blades, lancets, and dermaplaning blades, must be in a red sharps biohazard container.

Only a polymer or plastic bristle neck duster is permitted.

An establishment or school may not possess, either in storage or in use, more than two (2) gallons of acetone. Acetone must be properly labeled and stored according to the manufacturer's instructions.

Possession or storage on licensed premises of any item prohibited by this Rule will be considered evidence of its use. For licensees working within the physical practice location of a physician, physician's assistant, or advance practice registered nurse, possession or storage within the licensee's primary work area of any item prohibited by this Rule will be considered evidence of its use.

A licensee may not perform any service or procedure that is otherwise prohibited by law or rule. A licensee may not perform services that are not within the scope of their license.

Excision of moles, skintags, or any tissue destruction is prohibited. Hair removal by means of epilation and/or depilation shall not be performed on the legs, feet, arms, or hands prior to or during any manicure or any pedicure service. For all professions licensed by this Board, any service

provided, or tool/equipment/product used may not penetrate the skin surface below the epidermis layer. A licensee may not practice medicine or surgery. Nothing in this Chapter shall be interpreted to grant any privileges or services reserved for physicians and/or nurses as governed by the Board of Medical Licensure or Board of Nursing.

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