

**SOUTHERN ILLINOIS COLLEGIATE COMMON MARKET (SICCM)
BOARD OF DIRECTORS – MONTHLY BOARD MEETING
Meeting Minutes
June 21, 2023 @ SICCM Office**

Call to Order: Dr. Tim Taylor called the SICCM Board Meeting to order at 1:35pm.

Roll Call: Dr. Kirk Overstreet, John A. Logan College
Dr. Tim Taylor, Shawnee Community College
Dr. Cecil Smith (Proxy for Austin Lane), SIU Carbondale
Dr. Brad Colwell, SIU Carbondale (absent)

Others Present: Alisha Newton, SICCM
Jean Ellen Boyd, Consultant
Brad McCormick, Consultant

Comments from the Public:

- None

Financial Reports:

- DCFS Billing & Payment Update by Executive Secretary/Bookkeeper; No Questions/Concerns
- DHS Billing & Payment Update by Executive Secretary/Bookkeeper; No Questions/Concerns
- SICCM Financial Report as of 5/31/23 by Executive Secretary/Bookkeeper; No Questions/Concerns

Consent Items:

- Motion made by Dr. Overstreet to approve the May 15, 2023 Meeting Minutes; motion seconded by Dr. Smith. Motion carried (3-0).
- Motion made by Dr. Overstreet to approve FY24 Health Insurance Rates; motion seconded by Dr. Smith. Motion carried (3-0).
- Motion made by Dr. Overstreet to suspend the FY24 Institutional Assessments and re-access at the December 18, 2023 board meeting; motion seconded by Dr. Smith. Motion carried (3-0).
- Motion made by Dr. Smith to approve the FY24 SICCM Budget; motion seconded by Dr. Overstreet. Motion carried (3-0). (See attached)

Discussion Items:

- Update Progress – Progress reports were presented to the Board by both Jean Ellen Boyd and Brad McCormick. Jean Ellen reported updates on all three Allied Health Programs along with both DHS and DCFS Grants. Brad reported updates on commercial appraisals, insurance, and accounting.
- Employment Practice Liability & Cyber Liability Insurance – Brad McCormick is recommending this insurance be added but is waiting for the quote from Oliver and Associates.
- Motion made by Dr. Overstreet to approve the 7/1/23 – 12/31/23 contracts of Jean Ellen Boyd and Brad McCormick; motion seconded by Dr. Smith. Motion carried (3-0). (See attached)
- Motion made by Dr. Overstreet to cancel the July 15, 2023 SICCM Board meeting; motion seconded by Dr. Smith. Motion carried (3-0).

Executive Session:

- Motion made by Dr. Smith to enter executive session for the purpose of discussing personnel salaries and bonuses; motion seconded by Dr. Overstreet. Motion carried (3-0). Executive Session convened at 2:37pm; Adjourned at 3:22pm.

Open Session:

- Convened at 3:30pm
- Motion made by Dr. Smith to approve the FY23 Grant Staff DHS Grant Placement/Retention One-Time Incentive Bonuses at \$5550; motion seconded by Dr. Overstreet. Motion carried (2-1).
- Motion made by Dr. Overstreet to approve the FY24 SICCM staff salaries at a 3.5% increase across the board; motion seconded by Dr. Smith. Motion carried (3-0).
- Motion made by Dr. Smith to approve the new hire for grant staff position “Grants Administrator Assistant”; motion seconded by Dr. Overstreet. Motion carried (3-0).
- Motion made by Dr. Overstreet to approve the new hire for the Surgical Technology Program’s part-time lab instructor; motion seconded by Dr. Smith. Motion carried (3-0).
- Motion made by Dr. Overstreet to remove the title “Interim Executive Director” from Pam Gibbs effective 7/1/23 until her return; motion seconded by Dr. Smith. Motion carried (3-0).

Announcements/Information

- Next SICCM Board Meeting is scheduled for August 21, 2023 at 1:00pm at the SICCM Office.

Adjournment

- Dr. Smith made motion to adjourn meeting; motion seconded by Dr. Overstreet. Motion carried (3-0). Meeting adjourned at 3:37pm.

Brad Colwell

Dr. Brad Colwell, Board Chairman

Alisha Newton

Alisha Newton, Secretary (proxy for Pam Gibbs)

FY 24 SICCM BUDGET DRAFT

ACCT CODE #3	ACCOUNT NAME	TANF	DCFS	SNAP	GRANTS TOTAL	MLT	OTA	STP	ACADEMIC PROGRAM TOTALS	SICCM GENERAL	ACADEMIC PROGRAMS & GENERAL	SICCM TOTAL
51110	DIRECTOR	-	-	-	-	77,635	69,293	57,774	204,702	-	204,702	204,702
51211	INTERIM ED/CFO/DIRECT	15,603	5,195	20,779	41,576	15,584	15,584	15,584	46,752	10,389	57,141	98,717
51213	GRANTS ADMINISTRATOR	19,841	23,148	30,250	73,239	-	-	-	-	-	-	73,239
51214	FT STAFF	7,900	5,500	73,724	87,124	-	-	-	-	-	-	87,124
51320	PART-TIME FACULTY	-	108,000	-	108,000	4,006	7,000	11,000	22,006	-	22,006	130,006
	PART-TIME STAFF	240,038	-	6,552	246,590	-	-	-	-	-	-	246,590
51510	ACADEMIC FIELD COORDINATOR	-	-	-	-	-	53,303	-	53,303	-	53,303	53,303
51610	EXEC.SECR/BOOKKEEPER	10,680	8,544	13,670	32,893	2,136	2,136	2,136	6,408	2,136	8,544	41,437
	ACCOUNTING STAFF	16,500	5,500	30,250	52,250	2,750	2,750	2,750	8,250	-	8,250	60,500
	INCENTIVE	-	-	25,600	25,600	-	-	-	-	-	-	25,600
52110	HEALTH INSURANCE	27,248	4,000	46,358	77,606	19,483	30,020	17,853	67,356	1,873	69,229	146,835
52120	LIFE INSURANCE	627	80	1,052	1,759	564	721	429	1,714	43	1,757	3,516
52300	WORKERS COMP INSURANCE	645	100	1,057	1,802	867	982	584	2,433	43	2,475	4,277
52600	UNEMPLOYMENT INSURANCE	401	65	658	1,124	501	1,231	732	2,464	27	2,491	3,615
52710	EMPLOYER MEDICARE TAX	2,324	180	3,793	6,297	3,046	3,353	1,994	8,393	153	8,546	14,843
52800	SURS EMPLOYER COST	13,112	800	23,131	37,042	-	-	-	-	934	934	37,977
52805	EMPLOYER SOCIAL SEC TAX	-	750	-	750	-	-	-	-	-	-	750
52910	CHIP	892	125	1,463	2,480	1,066	1,210	720	2,996	59	3,055	5,535
53100	AUDIT SERVICE	3,458	3,458	3,458	10,375	-	-	-	-	6,917	6,917	17,292
53200	CONSULTING SERVICES	3,500	-	-	3,500	-	-	-	-	50,000	50,000	53,500
53240	ADVERTISING/MARKETING	2,500	-	3,500	6,000	1,500	500	500	2,500	2,500	5,000	11,000
53410	CUSTODIAL SERVICE	829	829	829	2,486	-	-	-	-	18,231	18,231	20,717
53500	LEGAL SERVICE	-	-	-	-	-	-	-	-	10,000	10,000	10,000
53800	MAINTENANCE & REPAIR	1,750	1,750	1,750	5,250	-	-	-	-	29,750	29,750	35,000
53900	CONTRACTUAL/OTHER FEES	14,150	1,000	22,600	37,750	3,000	1,750	1,500	6,250	50,000	56,250	94,000
53902	ACCREDITATION/MEMBERSHIPS	-	-	-	-	2,850	5,900	5,500	14,250	-	14,250	14,250
53903	COPIER LEASE/MAINTENANCE	1,667	1,667	1,667	5,000	-	-	1,350	1,350	5,000	6,350	11,350
53905	POST RETIREMENT BENEFITS	-	-	-	-	-	-	-	-	3,000	3,000	3,000
53919	CLIENT SUPPORT	10,000	-	25,600	35,600	-	-	-	-	-	-	35,600
54110	OFFICE SUPPLIES	1,500	1,175	2,393	5,068	1,750	1,750	1,750	5,250	750	6,000	11,068
54120	PROGRAM CLASS/LAB SUPPLIES	2,110	-	11,493	13,603	11,000	5,600	6,500	23,100	-	23,100	36,703
54420	POSTAGE	-	300	-	300	-	2,000	-	2,000	1,000	1,000	1,300
54500	PROGRAM SOFTWARE/BOOKS/ETC	-	-	-	-	-	-	-	-	1,000	1,000	3,000
54610	SUBSCRIPTIONS/MEMBERSHIPS	-	-	-	-	-	-	-	-	-	-	-
54900	OTHER MATERIAL & SUPPLIES	5,000	1,500	-	6,500	500	500	2,000	3,000	2,500	5,500	12,000
55100	CONFERENCE & MEETING EXP	-	500	-	500	2,000	1,750	2,500	6,250	1,000	7,250	7,750
55200	TRAVEL	3,930	500	-	4,430	100	-	-	100	1,000	1,100	5,530
55202	CLASSROOM TRAVEL/MILEAGE	-	22,000	4,913	26,913	6,850	200	600	7,650	2,000	9,650	36,563
56500	PROPERTY & LIABILITY	926	926	926	2,778	-	-	-	-	24,998	24,998	27,775
57300	ELECTRICITY	3,333	3,333	3,333	10,000	-	-	-	-	15,000	15,000	25,000
57400	WATER	-	-	-	-	-	-	-	-	2,000	2,000	2,000
57500	TELEPHONE	1,417	1,417	1,417	4,250	-	-	-	-	4,250	4,250	8,500
57511	CLEARWAY/FIBER/INTERNET	1,000	1,000	1,000	3,000	-	-	-	-	2,000	2,000	5,000
57600	REFUSE DISPOSAL	-	-	-	-	-	-	-	-	3,000	3,000	3,000
57620	BIOHAZARD DISPOSAL	-	-	-	-	2,000	-	-	2,000	-	2,000	2,000
58511	CAPITAL OUTLAY/EQUIP > \$5,000	-	-	-	-	-	-	-	-	-	-	-
	Total Expenses	412,881	203,341	363,214	979,435	81,554	138,239	75,981	295,773	251,552	547,325	1,526,761

INDEPENDENT CONTRACTUAL SERVICE AGREEMENT

This INDEPENDENT CONTRACTUAL SERVICE AGREEMENT made this 1st day of July, 2023, by and between Southern Illinois Collegiate Common Market, hereinafter referred to as "SICCM" and BeMac Consulting, LLC hereinafter referred to as "Independent Contractor" or "Contractor", WITNESSETH:

WHEREAS, SICCM desires to retain the services of Contractor on the terms and conditions of this agreement; and

WHEREAS, the parties desire that this arrangement be an independent contractual arrangement.

NOW, THEREFORE, for and in consideration of the individual and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Contractor agrees to provide SICCM the following services: Consulting services relative to the business and financial operations of SICCM with projects and responsibilities as assigned by the Chairperson of the SICCM board of directors as mutually agreeable at the time of assignment. Projects/responsibilities assigned, even if initially verbally, shall be confirmed/documented through email exchange.
2. Contractor affirms ability to perform the duties and position he accepts pursuant to this Agreement and has the requisite credentials, education and experience necessary to carry out the assignment(s) pursuant to and in accordance with this Agreement.
3. The parties agree by this reference to incorporate herein all of the policies, rules, regulations, and other provisions contained in SICCM's official policy manual, including any and all subsequent amendments thereto. Further, Contractor agrees to become familiar with, and abide by, the policies, rules, regulations, and other provisions contained SICCM's official policy manual, as well as any amendment thereto.
4. SICCM shall pay Contractor for the services described in Paragraph 1 as follows: at a rate of \$80.00 per hour as required. Contractor acknowledges that it shall not receive any other benefits, payments, contributions, vacation time, sick time, or any other benefit other than payment for hours worked pursuant to this Agreement.

5. Any amount due from SICCM to Contractor set forth in Paragraph 4 shall not bear interest but shall be paid within 15 days from receipt of invoice. Contractor shall only be paid for time actually worked with dates and hours documented in the invoice.
6. Any expenses incurred by Contractor in connection with fulfilling the duties and services contemplated by this Agreement shall be reimbursed pursuant to the policy adopted by SICCM pertaining to approval and reimbursement/payment of said expenses incurred.
7. The term of this Agreement shall be from July 1, 2023 through December 31, 2023, unless sooner terminated in accordance with the provisions of this Agreement. The parties agree that the services to be performed by Contractor for SICCM described in Paragraph 1 shall be performed on a monthly basis and as directed by the Chairperson of the SICCM Board of Directors.
8. Notwithstanding any provision to the contrary, this Agreement shall terminate upon the occurrence of any of the following circumstances:
 - a) Written notification by either party to the other at any time without cause a minimum of five (5) days prior to the termination date;
 - b) The death of the Contractor or the fiscal insolvency or bankruptcy of SICCM;
 - c) Contractor's inability to carry out the duties and perform the services that Contractor has agreed to do for a period of five (5) days.
9. The Contractor does hereby agree to indemnify and hold harmless SICCM and its officers, agents, directors and employees from and against all cost and expense, including attorney fees, on account of any claim, suit or action made or brought against SICCM or its officers, directors, agents or employees arising from services provided by the Contractor hereunder, including any act of negligence of the Contractor in connection with such services arising from any accident, injury or damage to any person or to the property of any person during the performance of the services described in this Agreement.

SICCM does hereby agree to indemnify and hold harmless the Contractor from and against all cost and expense, including attorney fees, on account of any claim, suit or action made or brought against or its officers, directors, agents or employees arising from actions taken by SICCM hereunder, including any act of negligence of SICCM in connection with such services arising from any accident, injury or damage to any person or to the property of any person during the performance of the services described in this Agreement.

10. SICCM agrees to name BeMac Consulting, LLC as "additional insured" on SICCM's legal/general liability policy.
11. Any amendments to this Agreement will be effective only if in writing signed by both SICCM and Contractor.
12. In the event any party is required to enforce the provisions of this Agreement through judicial proceedings or arbitration, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable costs and expenses, including attorney fees and costs of suit.
13. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements of any kind between the parties hereto, if any, whether oral or written, relating to the subject matter hereof. No covenants, agreements, representations or warranties of any kind have been made by any party hereto except as specifically set forth herein.


The parties express acknowledges that they have not relied on any prior or contemporaneous oral or written representations or statements by other party in connection with the subject matter of this Agreement except as expressly set forth herein.
14. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Illinois. Any dispute that arises between the parties of this Agreement shall be brought in the Circuit Court of Williamson County, Illinois.
15. If any provision of this Agreement or the application of this Agreement is held invalid, the remainder of this Agreement and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.
16. The provisions of this Agreement shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the parties and shall inure to the benefit of the parties and their successors and assigns.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the day and date first above written,

SICCM: Bob Colwell, Board Chair 7/5/23

Southern Illinois Community Collegiate Market
3213 South Park Avenue, Herrin, Illinois 62948

CONTRACTOR:  6-27-23

BeMac Consulting, LLC
2235 Walnut Grove Road
Harrisburg, Illinois 62946-4952
TAXID:85-3721946

INDEPENDENT CONTRACTUAL SERVICE AGREEMENT

This INDEPENDENT CONTRACTUAL SERVICE AGREEMENT made this 1st day of July, 2023. By and between the Southern Illinois Collegiate Common Market, hereinafter referred to as "SICCM" and JE Boyd Consulting, LLC, hereinafter referred to as "Independent Contractor" or "Contractor", WITNESSETH:

WHEREAS, SICCM desires to retain the services of Contractor on the terms and conditions of this agreement; and

WHEREAS, the parties desire that this arrangement be an independent contractual agreement.

NOW, THEREFORE, for and in consideration of the individual and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Contractor agrees to provide SICCM the following services: Consulting services relative to the duties of the Executive Director, business operations of SICCM with projects and responsibilities as assigned by the Chairperson of the SICCM Board of Directors as mutually agreeable at the time of assignment. Projects/responsibilities assigned, even if initially verbally, shall be confirmed/documentated through email exchange.
2. Contractor affirms ability to perform the duties and position she accepts pursuant to this Agreement and has the requisite credentials, education and experience necessary to carry out the assignment(s) pursuant to and in accordance with this Agreement.
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8. Not with standing any provision to the contrary, this Agreement shall terminate upon the occurrence of any of the following circumstances.
 - a. Written notification by either party to the other at any time without cause a minimum of five (5) days prior to the termination date;
 - b. The death of the Contractor or the fiscal insolvency or bankruptcy of SICCM;
 - c. Contractor's inability to carry out the duties and perform the services that Contractor has agreed to do for a period of five (5) days.
9. The Contractor does hereby agree to indemnify and hold harmless SICCM and its officers, agents, directors and employees from and against all cost and expense, including attorney fees, on account of any claim, suit or action made or brought against SICCM or its officers, directors, agents or employees arising from services provided by the Contractor hereunder, including any act of negligence of the Contractor in connection with such services arising from any accident, injury or damage to any person or to the property of any person during the performance of the services described in this Agreement.
10. SICCM agrees to name JE Boyd Consulting, LLC as "additional insured" on SICCM's legal/general liability policy.
11. Any amendments to this Agreement will be effective only if in writing signed by both SICCM and Contractor.
12. In the event any party is required to enforce the provisions of this Agreement through judicial proceedings or arbitration, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable costs and expenses, including attorney fees and costs of suit.
13. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements of any kind between the parties hereto, if any, whether oral or written, relating to the subject matter hereof. No covenants, agreements, representations or

warranties of any kind have been made by any party hereto except as specifically set forth herein. The parties express acknowledgment that they have not relied on any prior or contemporaneous oral or written representations or statements by other party in connection with the subject matter of this Agreement except as expressly set forth herein.

14. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Illinois. Any dispute that arises between the parties of this Agreement shall be brought in the Circuit Court of Williamson County, Illinois.
15. If any provision of this Agreement or the application of this Agreement is held invalid, the remainder of this Agreement and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.
16. The provisions of this Agreement shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the parties and shall inure to the benefit of the parties and their successors and assigns.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the day and date first above written,

SICCM: Bd. Lowell, Bd. Chair, 7/5/23
Southern Illinois Collegiate Common Market
3213 S. Park Ave., Herrin, IL 62948

CONTRACTOR: Jean Ellen Boyd, 6-26-23
Jean Ellen Boyd, JE Boyd Consulting, LLC
20 Willow Ln., Anna, IL 62906