



Board of Trustees of the Nebraska State Colleges

Meeting Date: **June 11, 2026**

Agenda Item: **4.14**

ITEMS FOR DISCUSSION AND ACTION:

Committee: **Fiscal, Facilities, & Audit Committee**

Action Item: **Fresh Ideas Amendment- CSC**

Chadron State College collaborated with Fresh Ideas to amend its dining services agreement after meal plan participation fell below RFP projections and certain services proved difficult to staff.

The original projections were based on the anticipated impact of CSC's new two-year residence hall live-on requirement, but actual participation declined instead.

The amendment eliminates alcoholic beverage services and Elmo's Late-Night services, reduces the college's share of declining balance dollars from 100% to 50%, and lowers the Innovation Fund contribution from 1.5% to 0.75% of dining net sales. It also changes internal catering pricing from "at cost" to 65% of the retail rate, which is expected to maintain similar costs while simplifying calculations for Fresh Ideas.

These changes will be reevaluated in January 2028 to determine whether meal plan participation has increased enough to restore the original contract terms.

The System Office recommends approval of the Fresh Ideas Amendment for Chadron State College.

ATTACHMENTS:

- Chadron State Amendment #5 to College Participation Agreement

**AMENDMENT NUMBER FIVE TO
COLLEGE PARTICIPATION AGREEMENT**

This Amendment Number Five to College Participation Agreement is effective July 1, 2026 between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (“Chadron State”) and Fresh Ideas Management LLC (“Fresh Ideas”) (collectively the “Parties”).

WHEREAS, Chadron State and Fresh Ideas are Parties to that certain College Participation Agreement and the Nebraska State College System Master Dining Services Agreement (collectively, the “Agreement”);

In consideration of the promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. Amendment of Attachment 2 – Chadron State Statement of Work, Section 1, Scope of Services. Attachment 2 of the College Participation Agreement, Chadron State Statement of Work, Section 1, Scope of Services, is deleted in its entirety and replaced as set forth in the attached Attachment 2 – Chadron State Statement of Work, Section 1, Scope of Services.

2. Amendment of Attachment 2 – Chadron State Statement of Work, Section 3, Hours of Operation. Attachment 2 of the College Participation Agreement, Chadron State Statement of Work, Section 3, Hours of Operation, is deleted in its entirety and replaced as set forth in the attached Attachment 2 – Chadron State Statement of Work, Section 3, Hours of Operation.

3. Amendment of Attachment 4 – Chadron State Financial Terms, Section C, Unused Meal Plans, Declining Balance, and Eagle Buck Dollars. Attachment 4 of the College Participation Agreement, Chadron State Financial Terms, Section C, Unused Meal Plans, Declining Balance, and Eagle Buck Dollars is deleted in its entirety and replaced as set forth in the attached Attachment 4 – Chadron State Financial Terms, Section C, Unused Meal Plans, Declining Balance and Eagle Buck Dollars.

4. Amendment of Attachment 4 – Chadron State Financial Terms, Section I, Innovation Fund. Effective July 1, 2026, Attachment 4 of the College Participation Agreement, Sections I, Innovation Fund, is deleted in its entirety and replaced with the attached Attachment 4 – Chadron State Financial Terms, Section I, Innovation Fund.

5. Amendment of Attachment 4 – Chadron State Financial Terms, Section M, Catering. Attachment 4 of the College Participation Agreement, Section M, Catering, is deleted in its entirety and replaced with the attached Attachment 4 – Chadron State Financial Terms, Section M, Catering.

6. Evaluation of Rate Changes. The Parties agree to evaluate the changes set forth in this Amendment Number Five during January, 2028, to determine if the meal plan participation numbers have increased enough to allow for these items to be returned to the original contract levels.

7. Confirmation and Integration. Except as expressly amended by this Amendment, the Parties hereby confirm and ratify the Agreement in its entirety. The Agreement, as amended hereby, constitutes the entire agreement between the Parties and their predecessors pertaining to the subject matter of the Agreement, as so amended, and supersedes all prior and contemporaneous agreements and understandings

of the Parties and their predecessors in connection therewith.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

9. Headings. The section headings herein are for convenience only and do not define, limit, or construe the contents of such sections.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the days and year first above written.

**BOARD OF TRUSTEES OF THE
STATE NEBRASKA COLLEGES
D/B/A CHADRON STATE COLLEGE**

FRESH IDEAS MANAGEMENT LLC

By: _____
Jodi Kupper, President

By: _____
Brian Dittmer, President

Date: _____

Date: _____

By: _____
Paul Turman, Chancellor

Date: _____

Attachment 2 – Chadron State
Statement of Work

1. **Scope of Services.** During the Term of this Participation Agreement, Fresh Ideas will provide, on an exclusive basis, the following services at Chadron State, as selected by Chadron State and detailed herein:

- Residential dining
- Retail dining
- Summer camps and conference services
- Micro-markets
- Catering services
- Concessions services
- Non-alcoholic beverage services
- Alcoholic beverage services
- Athletic Dining/Training Table

(collectively, hereinafter referred to as “Services”).

Exceptions to the Fresh Ideas exclusivity include the following:

- Bake sales and other student organization-sponsored fund-raising events which are not in direct competition with Fresh Ideas and which have been approved by Chadron State’s Student Activities Coordinator and the Dining Services Director. Chadron State and Fresh Ideas shall negotiate in good faith on the definition of “direct competition” but Chadron State shall make the final determination.
- Tailgate events prior to Chadron State athletic events.
- Events providing food where the price per person is \$5.00 or less.
- Beverage and snack vending services subject to the negotiated exclusive agreement with a separate vendor. Fresh Ideas shall purchase beverage products through such Chadron State vendor except as follows: hot tea, hot chocolate, coffee or coffee derived products such as cappuccinos or lattes; iced tea provided at Chadron State catered events, provided such iced tea is served in cups (as opposed to single serving cans/bottles); tap water; water most commonly dispensed into personal cups from water coolers and not packaged in individual bottles or cans or jugs; beverages containing alcohol; milk and milk based drinks such as milk shakes and malts; and specialty made-to-order refreshers served in cups (as opposed to single serving cans/bottles).

- Apparel service rights subject to the negotiated exclusive agreement with a separate vendor.
- Food or beverage provided on campus when part of an athletic event when offered through a sponsorship to Chadron State.
- Other exceptions to which Chadron State and Fresh Ideas may mutually agree in writing, signed by the Parties.

3. **Hours of Operation.** The hours of operation shall be as follows:

LOCATION	MONDAY-THURSDAY	FRIDAY	SATURDAY	SUNDAY
Dining Room	7 A.M. – 7 P.M. Breakfast 7 A.M. – 9:30 A.M. Lunch 10:30 A.M. – 1:30 P.M. Lite Lunch 1:30 P.M. – 4:30 P.M. Dinner 4:30 P.M. – 7 P.M.		Brunch 10:30 A.M. – 1:30 P.M. Dinner 4:30 P.M. – 7:30 P.M.	
We Proudly Serve Starbucks	7:30 A.M. – 7:30 P.M.		CLOSED	
Qdoba Mexican Eats	11 A.M. – 8 P.M.		CLOSED	
Fresh Ideas Night	8 P.M. – 11 P.M.		CLOSED	
Eagle To Go	8 P.M. – Midnight			

Exceptions to the above hours are as follows:

- When there are no classes, Eagle Market (including We Proudly Serve Starbucks and Qdoba Mexican Eats) hours will be mutually agreed upon by Fresh Ideas and the Chadron State Dean of Student Affairs.
- When Chadron State closes for inclement weather, Eagle Market (including We Proudly Serve Starbucks and Qdoba Mexican Eats) and Eagle To Go are closed unless otherwise mutually agreed upon by Fresh Ideas and the Chadron State Dean of Student Affairs.
- When Chadron State closes for inclement weather, Dining Hall hours will be mutually agreed upon by Fresh Ideas and the Chadron State Dean of Student Affairs.

Any changes to these hours will be mutually agreed upon by written amendment, signed by the Parties.

Attachment 4 – Chadron State
Financial Terms

C. Unused Meal Plan, Declining Balance, and Eagle Buck Dollars

Meal plan declining balance dollars will carry over from the fall to spring semester and will expire at the end of each academic year. Fifty percent (50%) of the declining balance dollars at the end of the spring semester will be credited to Chadron State.

Fresh Ideas shall allow the purchase of ‘Eagle Bucks’, which is prepaid stored value funds purchased through Fresh Ideas and redeemed using the purchasers Chadron State ID card. These funds are not part of the meal plan. Eagle Bucks are accepted at all on-campus food service locations but cannot be used anywhere else. Eagle Bucks transfer between semesters, between years, and are refundable if an individual leaves Chadron State or at the end of this Participation Agreement . All Eagle Buck balances remaining under Aladdin at June 30, 2024 shall roll over to Fresh Ideas as of July 1, 2024.

I. Innovation Fund

Commencing as of July 2026, and continuing thereafter each Fiscal Year (July to June) that this Participation Agreement remains in effect, including any renewals and/or extensions, and provided that notice of termination of this Participation Agreement has not been provided by either Party, Fresh Ideas shall contribute to an Innovation Fund to be used for ongoing program improvements and innovations in the amount of 0.75% of dining net sales (the “Chadron State Innovation Fund”). The Chadron State Innovation Fund is provided at no cost to Chadron State. All expenditures from the Chadron State Innovation Fund shall be mutually agreed upon in writing and signed by the Parties. The Chadron State Innovation Fund shall accrue evenly each month throughout the Fiscal Year. Monthly contributions not used by the end of each month will roll over to the next month. An annual reconciliation of the Chadron State Innovation Fund will be performed no later than the 15th of August each year. Any contributions not used in each Fiscal Year shall be carried forward to be used in any subsequent year during this Participation Agreement Term and any renewals and/or extensions. The Parties agree that there will be three check points throughout the Term (Year 5, 7, and 9) to ensure the funds are being utilized and spent on the Dining Services Operation. These funds may be reallocated to other Dining Services Operation needs by mutual agreement signed by the Parties to avoid a material surplus being accrued every year from which neither Party benefits. Chadron State shall hold title to the improvements funded with the Chadron State Innovation Fund, including smallwares, signage and technology utilized in the Dining Services Operation. In the event of expiration or termination of this Participation Agreement, Chadron State will retain any accrued but unspent amount, and Fresh Ideas shall have no further obligation with respect to the Chadron State Innovation Fund as of the expiration or termination date.

“Net Sales” shall mean all moneys received for sales or Services rendered at or from the Premises, excluding: (1) receipts from sales of meals to employees of Fresh Ideas; (2) any service charge made, collected and turned over to employees; (3) the proceeds of the sale of any fixtures or equipment; (4) proceeds from the sale or liquidation of any inventory which is not sold at retail; (5) any commission or processing fee paid in connection with sales by credit or bank cards; and (6) sales, gross receipts and other taxes collected by Fresh Ideas or any other vendor as required

by governmental authorities.

M. Catering

Fresh Ideas shall provide catering services to Chadron State on and off campus as requested. Financial arrangements shall be negotiated by the Parties on an event-by-event basis. Fresh Ideas shall invoice Chadron State for the catering services and Chadron State shall pay said invoice within forty-five (45) days of receipt. All internal catering provided at Chadron State will be billed at 65% of the retail rate. Fresh Ideas shall include the Chadron State requesting department and contact person's name on each invoice.

Fresh Ideas shall work with Chadron State student organizations to develop a Student Catering guide. The Student Catering guide prices will be based on wholesale costs and will be scalable to allow a variety of student dining services needs and budgets.