

**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES**  
**ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT**

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**ACTION:** **Approve Food Service Contract Amendments for FY23**

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Board Policy 9015 addresses food service contracts. If the food service operation is to be outsourced, contracts are to be solicited every five years and approved by the Board. The annual renewals and contract amendments (or addendums) are approved by the Board. The Colleges are requesting approval of the contract amendments for FY23.

Chadron State College's food service operations is under contract with Aladdin Food Management Services, LLC. The contract term is July 1, 2019 through June 30, 2024.

Peru State College's food service operation is under contract with Fresh Ideas Management LLC. The contract term is July 1, 2019 through June 30, 2024.

Wayne State College's food service operations is under contract with Compass Group USA, Inc. The contract term is July 1, 2019 through June 30, 2024.

There are a number of factors that are driving up the contract (agreement) costs for food service. The difficulty in hiring workers and the pressure on wages for most service positions, as well as substantial increases in food costs are major factors. The 12-month CPI for the all items index ending November 2021, rose 6.8%, the largest 12-month increase since the period ending June 1982. The food service cost increases are within the contract term limits and the related caps on increases.

**Chadron State College**

Chadron State respectfully requests approval for an amendment to their food service agreement with Aladdin Food Service for the period of July 1, 2022 through June 30, 2023 with a 5.3% increase in the management fee to \$188,668. CSC assumes all cost increases under their current agreement for labor and food costs. CSC will be assessing the impact of the current rise in food costs, labor and other operating costs when determining their food service increase to students for the coming year.

**Peru State College**

Peru State respectfully requests approval for an amendment to their agreement with Fresh Ideas for the period of July 1, 2022 through June 30, 2023. The agreement provides for a payment to the vendor based on a per meal sliding/scale. It also provides that "Fresh Ideas will limit all annual rate increases to 5% per year or the Consumer Price Index, whichever is less." The amendment provides for a 5% increase across the scale for all board meal reimbursement rates, with no increase to the 75 block commuter plan rates.

**Wayne State College**

Wayne State respectfully requests approval for an amendment to their agreement with Compass Group USA (Chartwells) for the period of July 1, 2022 through June 30, 2023. The agreement provides that Compass Group will receive revenues based on a per meal reimbursement rate. The costs for all meals under the amendment are increasing 6.5% in the addendum, including meals for guests and employees.

The System Office recommends approval of the Food Service Contract Amendments.

**ATTACHMENTS:**

- CSC Addendum #5 to FOOD SERVICE AGREEMENT (PDF)
- PSC Dining Service Agreement Amendment 07 01 2022 (PDF)
- Wayne State College\_Chartwells - AMD 4 2021-12-15 (PDF)

**ADDENDUM #5**

**FOOD SERVICE AGREEMENT**

The Food Service Agreement between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (College) and A’viands, LLC (Company) dated April 5, 2019 shall be amended. The College and Company will be singularly referred to herein as a “Party” and collectively as the “Parties.”

Whereas, the Company’s legal name changed to Elixir, Inc. dba Aladdin Food Management Services, LLC on Addendum #2 dated April 1, 2020.

Now therefore, the Parties agree to a management fee of \$118,668 effective July 1, 2022 – June 30, 2023 pursuant to the Agreement page 11, section 6.6.

In WITNESS WHEREOF, the parties have caused this Addendum to the Agreement to be executed by the following authorized officials:

**Aladdin Food Management Services, LLC:**

**Chadron State College:**

\_\_\_\_\_  
By: Paul Kowalczyk  
Title: Managing Director  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Kari Gaswick  
Title: Vice President Administration & Finance  
Dated: \_\_\_\_\_

**Board of Trustees of the Nebraska State Colleges:**

\_\_\_\_\_  
By: Paul Turman  
Title: Chancellor  
Dated: \_\_\_\_\_

## Dining Service Agreement Amendment

The Board of Trustees of the Nebraska State Colleges dba Peru State College (College) and Fresh Ideas Management LLC, a Missouri limited liability company (Fresh Ideas) hereby agree to amend the Dining Service Agreement dated March 22, 2019 and Amendments dated October 1, 2019, April 1, 2020, July 1, 2020, November 13, 2020 and July 1, 2021. The amendment terms are identified below and will be effective on July 1, 2022.

The 2021 version of Exhibit A has been deleted and replaced with the attached Amended Exhibit A dated July 1, 2022.

**BOARD OF TRUSTEES OF THE  
NEBRASKA STATE COLLEGES  
DBA PERU STATE COLLEGES:**

By: \_\_\_\_\_

Printed Name: Michael Evans

Title: President

**FRESH IDEAS MANAGEMENT LLC:**

By: \_\_\_\_\_

Printed Name: Dennis Owens

Title: President

**BOARD OF TRUSTEES OF THE  
NEBRASKA STATE COLLEGES:**

By: \_\_\_\_\_

Printed Name: Paul Turman

Title: Chancellor

Amended Exhibit A



Peru State College Daily/Sliding scale Fall 2022 & Spring 2023

FLEX:		\$150	\$125	\$100	\$50
MEALS:		265 Block	210 Block	130 Block	Unlimited
Meal Plan Participants					
401	410	\$ 17.52	\$ 16.14	\$ 14.55	\$ 18.25
411	420	\$ 17.26	\$ 15.88	\$ 14.28	\$ 17.99
421	430	\$ 17.03	\$ 15.63	\$ 14.04	\$ 17.76
431	440	\$ 16.79	\$ 15.39	\$ 13.80	\$ 17.53
441	450	\$ 16.56	\$ 15.17	\$ 13.57	\$ 17.30
451	460	\$ 16.35	\$ 14.95	\$ 13.35	\$ 17.06
461	470	\$ 16.16	\$ 14.74	\$ 13.15	\$ 16.87
471	480	\$ 15.96	\$ 14.55	\$ 12.95	\$ 16.67
481	490	\$ 15.77	\$ 14.36	\$ 12.76	\$ 16.48
491	500	\$ 15.61	\$ 14.20	\$ 12.60	\$ 16.32
501	510	\$ 15.44	\$ 14.02	\$ 12.42	\$ 16.15
511	520	\$ 15.27	\$ 13.85	\$ 12.26	\$ 15.98
521	530	\$ 15.11	\$ 13.69	\$ 12.09	\$ 15.81
531	540	\$ 14.98	\$ 13.53	\$ 11.94	\$ 15.69
541	550	\$ 14.90	\$ 13.38	\$ 11.79	\$ 15.61
551	560	\$ 14.83	\$ 13.24	\$ 11.64	\$ 15.53
561	570	\$ 14.75	\$ 13.10	\$ 11.50	\$ 15.46
571	580	\$ 14.68	\$ 12.96	\$ 11.37	\$ 15.39
581	590	\$ 14.62	\$ 12.83	\$ 11.24	\$ 15.30
591	600	\$ 14.55	\$ 12.71	\$ 11.11	\$ 15.24
601	610	\$ 14.49	\$ 12.59	\$ 10.99	\$ 15.17
611	620	\$ 14.44	\$ 12.47	\$ 10.87	\$ 15.12
621	630	\$ 14.39	\$ 12.35	\$ 10.76	\$ 15.07
631	640	\$ 14.33	\$ 12.24	\$ 10.65	\$ 15.02
641	650	\$ 14.28	\$ 12.14	\$ 10.54	\$ 14.96
651	660	\$ 14.23	\$ 12.03	\$ 10.44	\$ 14.91
661	670	\$ 14.18	\$ 11.93	\$ 10.34	\$ 14.86
671	680	\$ 14.12	\$ 11.84	\$ 10.24	\$ 14.81
681	690	\$ 14.07	\$ 11.74	\$ 10.15	\$ 14.75
691	700	\$ 14.02	\$ 11.65	\$ 10.05	\$ 14.70

MEAL	RATE
Breakfast	\$4.81
Lunch	\$5.94
Dinner	\$5.94
Steak Night	\$7.08
Daily Rate	N/A

COMMUTER 75 BLOCK PLAN RATES

MEAL	GUESTS	EMPLOYEES
Breakfast	\$6.04	\$4.73
Lunch	\$7.35	\$4.73
Brunch	\$7.61	\$4.73
Dinner	\$7.88	\$7.88
Premium Night	\$8.93	\$8.93
Admissions/ Enrollment	\$5.78	N/A

CASUAL MEAL RATES

MEAL	RATE
Breakfast	\$6.56
Lunch	\$7.35
Dinner	\$7.61
All Day (3 Meals)	\$21.00

SUMMER CONFERENCE/CAMP RATES

\*Catering Pricing – final catering pricing will be mutually agreed upon, signed and in writing, by College and Fresh Ideas

\*Catering Pricing – final catering pricing will be mutually agreed upon, signed and in writing, by College and Fresh Ideas

**AMENDMENT NUMBER FOUR TO  
FOOD SERVICES AGREEMENT**

This Amendment Number Four to Food Services Agreement is made as of January 18, 2022 between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College, with principal offices located at 1111 Main Street, Wayne, Nebraska 68787 (“College”) and Compass Group USA, Inc., a Delaware corporation, with principal offices at 2400 Yorkmont Road, Charlotte, North Carolina 28217, by and through its Chartwells Division (“Chartwells”) (collectively the “Parties”).

WHEREAS, College and Chartwells are parties to that certain Food Services Agreement dated March 22, 2019, as amended by that certain Amendment Number One to Agreement executed by College on January 14, 2020, and by that certain Amendment Number Two to Agreement executed by College on June 10, 2020, and by that certain Amendment Number Three to Agreement executed by the College on January 18, 2021, (collectively, the “Agreement”);

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

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. Amendment of Exhibit A, Section B. Effective July 1, 2022, Exhibit A, Section B of the Agreement is deleted in its entirety and replaced with the following:

**B. Meal Plans, Casual Meal Rates, Conference Rates and Catering Guide**

The number of Board plan days per academic year will be two hundred twenty-four (224). The specific allocation of days will be mutually agreed upon prior to the beginning of each academic year.

The following meal plans shall be established for the 2022-23 academic year. College shall pay Chartwells the ‘Per Potential Meal Rate Including DB’ for each meal participant:

Meal Plan	Weekly/ Block	Mandatory/ Voluntary	# of Meals Per Semester	DB Per Plan	Transfers	Cost to College with DB	Per Potential Meal Rate Including DB
Unlimited (price per swipe based on 21 swipes)	Weekly	Mandatory	Unlimited	150	2 Meal Exchange/ Week	\$1,276	\$ 3.7976

<b>Block 225</b>	Block	Mandatory	225	350	2 Meal Exchange/Week	\$1,331	\$5.9156
<b>Block 190</b>	Block	Mandatory	190	250	2 Meal Exchange/Week	\$1,053	\$5.5421
<b>Block 100</b>	Block	Mandatory* Upper classmen only	100	300	2 Meal Exchange/Week	\$754	\$7.5400
<b>Block 75</b>	Block	Voluntary	75	150	1 Meal Exchange/Week	\$660	\$8.8000
<b>Block 50</b>	Block	Voluntary	50	0	1 Meal Exchange/Week	\$300	\$6.0000

College shall pay Chartwells the following reimbursements for casual meal sales (which are subject to commissions as provided herein):

Casual Meal Rates 2022 – 2023

	College Employee/College Paid	External Guests
Breakfast	\$6.34	\$7.46
Lunch/Brunch	\$8.47	\$10.22
Evening/Special Dinner	\$9.37	\$10.81

College shall pay Chartwells the following reimbursements for conference meal sales (which are subject to commissions as provided herein):

Summer Conference Per Meal Rate 2022-2023      \$8.52

Future year board plan days and meal rates shall be determined by written addendum each year, signed by the Parties.

3. Amendment of Exhibit B, DINING PROGRAM PROVISIONS, Serving Hours. Effective July 1, 2022, Exhibit B, DINING PROGRAM PROVISIONS, Serving Hours of the Agreement is deleted in its entirety and replaced with the following:

## DINING PROGRAM PROVISIONS

### Serving Hours

The residential dining program in the Kanter Student Center will offer service based on the following schedule:

Monday through Thursday	7:15 a.m. to 9:00 p.m.;
Friday	7:15 a.m. to 6:30 p.m.;
Saturday	11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 7:00 p.m.;
Sunday	11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 7:00 p.m.

The Main Cafeteria shall be open for the Board Contract Dining Program in accordance with the following minimum schedule. Serving hours may be adjusted with the agreement of the College.

Breakfast: Mon-Fri	7:15 a.m. to 10:59 a.m.
Lunch: Mon-Fri	11:00 a.m. to 3:59 p.m.
Evening Dinner: Mon-Thu	4:00 p.m. to 6:59 p.m.
Late night dining: Mon-Thu	7:00 p.m. to 9:00 p.m.
Evening Dinner: Friday	4:00 p.m. to 6:30 p.m.
Brunch Sat/Sun/Non-Class	10:15 a.m. to 1:00 p.m.
Dinner Sat/Sun/Non-Class	5:00 p.m. to 7:00 p.m.

The Cat's Corner Lower Food Court shall be open with the following minimum schedule.

Monday - Thursday	7:15 a.m. to 9:00 p.m.
Friday	7:15 a.m. to 4:00 p.m.
Saturday/Sunday	Closed

The Library Coffee Shop shall be open with the following minimum schedule.

Sunday	7:00 p.m. to 11:00 p.m.
Monday – Thursday	7:30 a.m. to 11:00 p.m.
Friday	7:30 a.m. to 4:00 p.m.
Saturday/Library Closure	Closed

4. Confirmation and Integration. The Parties hereby confirm and ratify the original Agreement, and Amendment Number One, Amendment Number Two, and Amendment Number Three in conjunction with adopting this Amendment Number Four. 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.



5. Counterparts. This Amendment Number Four 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.

6. 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 day and year first above written.

**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES D/B/A WAYNE STATE COLLEGE**      **COMPASS GROUP USA, INC., BY AND THROUGH ITS CHARTWELLS DIVISION**

By: \_\_\_\_\_  
Marysz Rames, President

By: \_\_\_\_\_  
Lisa McEuen, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Turman, Chancellor

Date: \_\_\_\_\_