

**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES**  
**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

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**ACTION:** **Approve Retail Store Agreement for Chadron State College**

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Chadron State recommends approval to enter into a new five-year retail store operations Agreement. A competitive RFP process was followed and Reeves Inc. was selected by the College, pending Board approval.

Reeves Inc. has had the retail store operations Agreement since 2016. The terms of the Agreement include:

- One-year initial term with four (4) one-year renewals
- Reeves Inc. will pay the school commissions:
  - 10% on merchandise

Upon approval the Agreement with Reeves Inc. will be effective July 1, 2022 through June 30, 2023 with four (4) additional one (1) year renewals for a maximum of five (5) years ending June 30, 2027.

The System Office and Chadron State College recommend approval of the Retail Store Agreement for Chadron State College.

**ATTACHMENTS:**

- CSC Reeves Inc. Retail Store Agreement (PDF)

## Retail Store Operating Agreement

This Retail Store Operating Agreement “Agreement” made this 1st day of July, 2022, by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College, hereinafter referred to as “College”, and Reeves Inc., a Corporation, hereinafter referred to as “Reeves”, witnessed:

In consideration of the covenants and agreements herein by and between the parties herein by and between the parties hereto, it is hereby mutually agreed as follows:

College hereby leases to Reeves the following described premises;

A facility, hereinafter referred to as “Retail Store”, located on the first level of the Student Center on the College campus in Chadron, Nebraska, consisting of 2,900 sq. ft., more or less; Schedule A, attached shows dimensions of areas leased and is incorporated as referenced herein; the equipment owned by the College within the leased space, Schedule B attached, shows College equipment provided in the Retail Store and is incorporated as referenced herein; a storage room located adjacent to the Retail Store consisting of approximately 200 sq. ft. Additions or deletions from the existing space, or relocation of the Retail Store, may be made but must be mutually agreed upon, in writing by Reeves and the College.

- A. **TERM.** Subject to the termination clause contained in Paragraph Q hereof, this Agreement shall be in force from July 1, 2022 to June 30, 2023 and will have up to four (4) one-year renewal terms ending on June 30, 2027.
- B. **OPERATIONS.** Reeves shall establish and operate a Retail Store on the premises and shall stock and sell:
  - 1. To the extent available to Reeves, apparel that has the College logo;
  - 2. Other merchandise having the College logo;
  - 3. College reserves the right to recommend merchandise to be sold in the Retail Store and to request the removal of merchandise for sale in the Retail Store which the College considers offensive or inappropriate.
  - 4. Reeves will provide academic regalia to College students for College commencement ceremonies and will also provide a monthly itemized invoice to College Registrar for students’ caps, gowns, and hoods. College will not be invoiced for students’ personal purchases of pictures, invitations, banners, etc.
- C. **SELLING PRICES.** The selling prices of the apparel and merchandise will be the wholesale purchase price plus a 50% markup.
- D. **COLLEGE RESPONSIBILITIES.** College shall furnish all heat, electricity, air conditioning,

trash removal, extermination and general maintenance for the premises and shall provide all necessary repairs therefore including repairs to walls, windows, and floors. College shall not be responsible for ordinary daily maintenance of equipment, fixtures or personal property to be utilized by Reeves. However, the College shall properly clean the carpet in the Retail Store once per year.

- E. REEVES RESPONSIBILITIES. Reeves will provide telephone and daily custodial service for the premises. Reeves will deliver trash to such place designated by the College. Reeves will provide ordinary daily maintenance of equipment, fixtures, or personal property which are the property of the College. Reeves shall remain owner of and be responsible for all items of property furnished and placed into service by Reeves. Reeves shall not be responsible for replacement of College's property which becomes unusable due to ordinary wear and tear.
- F. INDEPENDENT CONTRACTOR. Reeves is an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

Reeves agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any partnership, joint venture, or joint employment relationship between Reeves and the College, and the College shall not be liable for any obligation incurred by Reeves, including but not limited to unpaid minimum wages or overtime premiums. If Reeves has employees or subcontractors, Reeves further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of Reeves's employees for the duration of this Agreement. Reeves agrees to furnish the College proof of workers' compensation insurance coverage upon request.

- G. PERSONNEL. Reeves shall provide competent personnel to operate the Retail Store. The College shall have the right to review all persons employed by the Retail Store, but the employees shall not be considered employees or agents of the College. Salaries and benefits shall be in accordance with Reeves's scale for similar stores and the local scale of the College.
  - 1. Employee Work Eligibility Status. Reeves is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Reeves understands and agrees that lawful presence in the United States is required and

Reeves may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

- H. EMPLOYEE FRINGE BENEFITS. Reeves shall be responsible for the wages and benefits, including, but not limited to payroll taxes, workers compensation, unemployment compensation, and surety, of all its employees.
- I. HOURS OF OPERATION. The Retail Store will be open, at a minimum, Monday through Friday 9:00 am to 5:00 pm during the academic year (fall and spring semesters). The Retail Store will also be open during athletic and special events, throughout the year, at the College's premises and these event times will be established by mutual agreement.
- J. EXCLUSIVE SALES. College agrees not to provide space nor permit other vendors to sell apparel and merchandise on campus in competition to those items which are normally carried in an apparel shop. Reeves will extend a reasonable discount on items purchased in bulk quantities by student organizations, faculty, staff, and administration. This Agreement does not in any way limit the operation of a museum gift shop at the Mari Sandoz High Plains Heritage Center. The gift shop may be operated by the College or a lessee of its choice.
- K. ANNUAL PAYMENT/COMMISSION. During the Agreement term, Reeves will pay College a ten percent (10%) commission on sales. Payment of commission shall be made on a monthly basis not later than four weeks following the end of the month. Reeves shall maintain a complete record of all sales which shall be available to the College for inspection at any time. A summary of the monthly or annual sales shall be presented to the College with such payment of monthly commission. The term gross sales means the entire amount of the actual sale price excluding sales tax. The term gross sales shall not include the transfer of merchandise between stores of Reeves, the amount of cash or credit refund made upon the sale of merchandise or some part thereof which is thereafter returned by a customer(s) and accepted by Reeves, nor for the sale of store fixtures and other equipment used by Reeves on the premises. Sales revenue, for purposes of calculating commissions, shall include all revenue generated at the Retail Store located at 1000 Main Street, Chadron, Nebraska.
- L. LIABILITY INSURANCE. Reeves will carry general liability insurance in amount of one million dollars (\$1,000,000) per occurrence with a three million-dollar (\$3,000,000) umbrella. College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against College. A copy of the certificate shall be provided to the College.
- M. INDEMNIFICATION. Reeves shall hold College harmless from and shall indemnify College for all damages, losses, and expenses which it may incur as a result of any negligence or fault on the part of Reeves, its agents, employees, or invitees. Reeves shall obtain and deliver certificates evidencing insurance from all carriers to College.
- N. PROPERTY INSURANCE. Reeves will carry insurance on owned property of Reeves and College will carry insurance on the building and its property therein. Each of the parties hereby waives and relinquishes any and all rights which it might have against the other party on

account of any claims for damages resulting from a loss to property owned by it and covered by its insurance, caused by the alleged negligence of such other party, or its employees or persons on the described premises by permission of such other party, whether or not the property of such other party is insured against such loss in the amount of its full insurable value.

- O. PARTIES; SUBCONTRACTORS; ASSIGNMENT. References to Reeves and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. Reeves agrees that no subcontractors shall be utilized in the performance of this Agreement without the prior written authorization of the College. Reeves agrees not to assign or transfer any interest, rights, or duties in this Agreement to any person, firm, or corporation without prior written consent of the College.
- P. USE OF INFORMATION; PROPERTY OWNERSHIP. Reeves agrees that any and all information gathered in the performance of this Agreement, either independently or through the College or the State College System, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. Reeves agrees that no authority or information gained through the existence of this Agreement will be used to obtain financial gain for Reeves, for any member of Reeves' immediate family, or for any business with which Reeves is associated except to the extent provided by this Agreement.
- Reeves further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this Agreement shall be the property of the College. Reeves hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this Agreement.
- Q. TERMINATION. Either party may terminate this Agreement with written notice by March 15<sup>th</sup> prior to contract renewal on July 1<sup>st</sup> of the then current year.
- R. SURRENDER OF PREMISES. Upon termination of the proposed Agreement, Reeves shall surrender possession and occupancy of the premises to the College in as good a condition as received, except for ordinary wear.
- S. VIOLATIONS. The failure of College or Reeves to complain or give notice of any violation of any of the terms, covenants, or conditions of this Agreement shall not constitute a waiver of its right to assert such complaint or take whatever action is herein provided regarding any subsequent violation of the terms, covenants, or conditions of this Agreement.
- T. BINDING AGREEMENT AND GOVERNING LAW. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, discussion, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Agreement other than those stated herein. The Agreement will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. The Agreement may be amended at any time in writing upon the agreement and signature of both parties.

- U. AUTHORITY. The individuals signing this Agreement hereby warrant and guarantee that they have the authority to execute this document and it is under their authority that this Agreement is executed.
- V. TELEPHONE/FAX/WEBSITE/INTERNET. Reeves will be responsible for providing telephone service to the leased premises. The telephone number or numbers, and any separate fax number or numbers at 1000 Main Street shall remain the property of College after termination of this Agreement.
1. If Reeves wishes to have a facsimile machine on the leased premises, they may do so at their own expense.
  2. Reeves shall control the use of the name Game Day (the name of the college Retail Store) on any website owned and maintained by Reeves for the benefit of College.
    - a. College will provide a link to Reeves' online Retail Store from College's csc.edu website.
  3. Reeves will be responsible for providing internet or mobile connection for credit card processing. Reeves is also responsible for the Retail Store operation's Payment Card Industry (PCI) Compliance. Reeves will not be allowed to utilize the College's network.
- W. PARKING. Reeves' employees working in the Retail Store will be provided access to parking lots utilized by College's employees under the policies of Parking Services. Parking permits must be purchased and properly displayed to allow parking in the College's campus. Reeves will not be provided designated parking on College's campus. The current cost for employee parking permits is \$20.
- X. SECURITY. Reeves will cooperate with the College's security personnel and with College's officials in the provision of security for the Retail Store. Reeves will be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the Retail Store. Reeves will provide keys to the Retail Store, to the College's Vice President for Administration and Finance, in order to lock the location when it has not been properly secured at the end of business. College security conducts nightly rounds to ensure locations are secure.
1. Reeves will prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the College should reasonably request and, if the College should so request, shall cooperate with the College in the College's prosecution of such individuals.
- Y. IDENTITY STANDARDS. Reeves will be granted the right to use the College's name and logo, for branding of the Game Day website, advertising, apparel, and merchandise, provided the College's name is not used for Reeves/product endorsement. Reeves must comply with College Identity Standards. The College Identity Standards are located at <https://www.csc.edu/collegerelations/identity.csc>.
- Z. EMERGENCY/COLLEGE CLOSURE. College will include Reeves on College's emergency notifications. Reeves will provide College with a list of names, email addresses, and cellular

phone numbers for the individuals needing the emergency notifications.

- AA. NONDISCRIMINATION. Reeves agrees, during the performance of this Agreement, to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Reeves further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement.
- BB. ADA & DRUG FREE WORKPLACE REQUIREMENTS. All provisions of this Agreement are subject to the Americans with Disabilities Act (ADA). Further, Reeves certifies that Reeves operates a drug-free workplace and, during the term of this Agreement, will comply with the provisions of the Drug-Free Workplace Act of 1988.
- CC. COMPLIANCE WITH LAWS. Reeves shall comply with all laws, ordinances, rules and regulations of federal, state, county and municipal governments.
- DD. POINT OF SALE (POS)/COMPUTER EQUIPMENT. During the term of this Agreement, Reeves will provide its own POS and computer equipment and other office equipment needed in the daily operation of its stores.
1. Reeves will provide for charge sales of merchandise to students, employees and guests through Mastercard, Visa, Discover, and American Express.
  2. Reeves may also provide for charge sales to students and College where appropriate on its own accounts.
- EE. TECHNOLOGY ACCESS. All agreements, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at <http://nitc.nebraska.gov/standards/2-201.pdf>, and are incorporated into this Agreement as if fully set forth herein.
- FF. CONFIDENTIALITY. Reeves acknowledges that performance under the terms of this Agreement may involve receipt of user data from the College. Reeves will utilize user data from the College only in the furtherance of this Agreement. Reeves will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. Reeves will reimburse the College for any and all expenses incurred by the College as a result of a data breach of Reeves's systems.

If the user data consists of confidential student information protected by The Family

Educational Rights and Privacy Act (FERPA) Reeves agrees and acknowledges that Reeves is acting as an officer of the College for the purposes of this Agreement as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information.

Reeves further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

GG. DESIGNATED COLLEGE REPRESENTATIVE. The designated College representative for purposes of monitoring and oversight of this Agreement is the Vice President for Administration and Finance at 308-432-6202.

Signatures.

THE BOARD OF TRUSTEES OF THE  
NEBRASKA STATE COLLEGES

CHADRON STATE COLLEGE

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

By: \_\_\_\_\_  
Dr. Randy Rhine, President, CSC

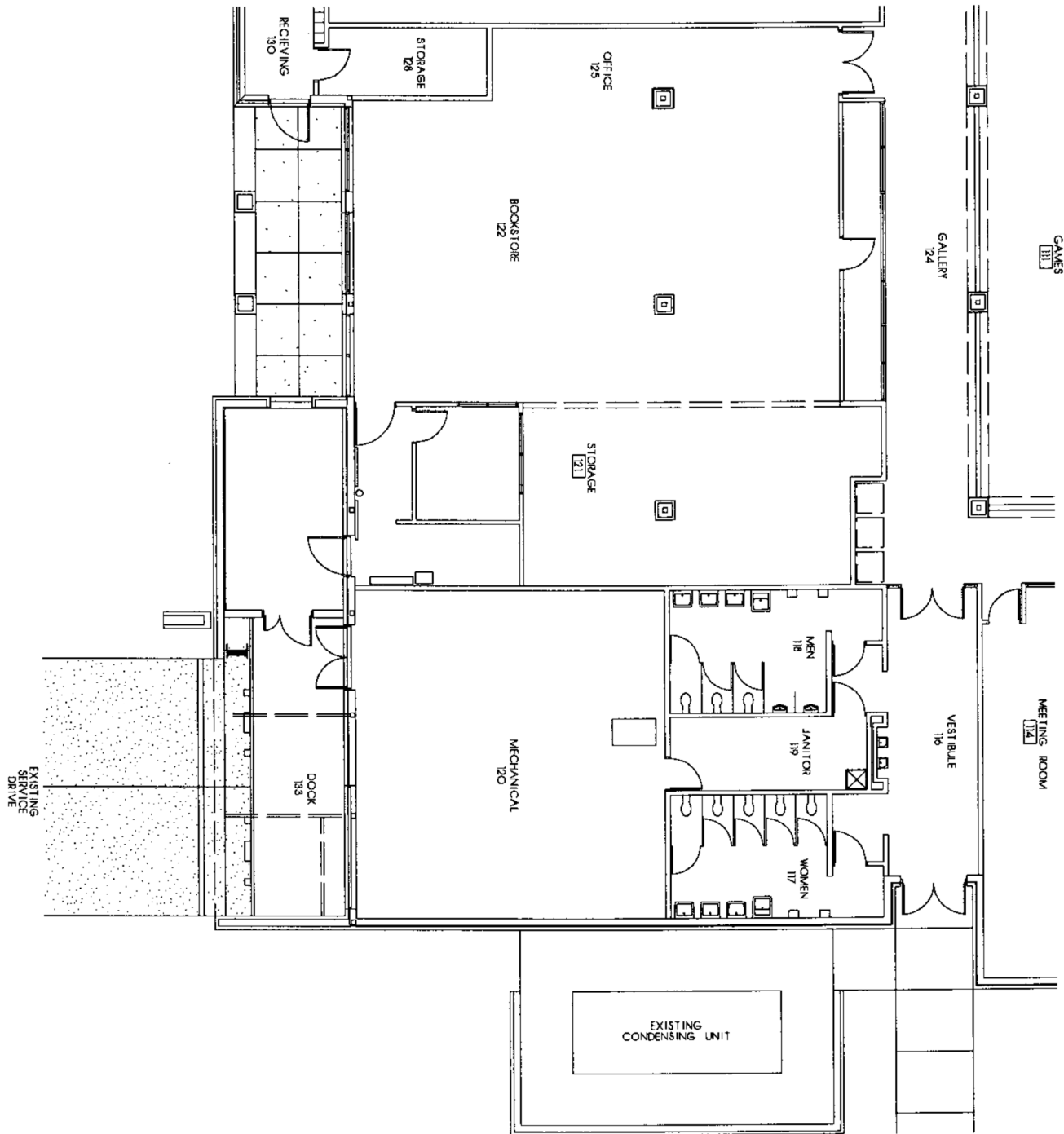
REEVES, INC.

By: \_\_\_\_\_  
Matt Reeves, Owner



SCHEDULE A

(Floor plan)



SCHEDULE B

The following items are provided by the College for use in connection with the operation of the retail outlet. These items are and shall remain the property of the College.

<u>Quantity</u>	<u>Description of Items</u>
1	4-foot ladder
4	Security Mirrors (3 on the floor and 1 in the backroom)
1	Stanchion – white with poles and rope (backroom)
2	Tall wire mannequins – black
2	Body forms – black plastic
2	Casio adding machines
1	2-wheel hand cart
1	Champion display rack 2/shelves & extension arms - black
2	Matching glass displays - silver with wood veneers
4	Mini blinds for office - green
4	Square hanging racks with arms - black
1	Hanging rack with 2 arms - black
1	Glass shelving unit (16 boxes)
1	Wood display (4 baskets)
2	Wood stands with metal legs
1	Black top table with metal legs and a wire display rack on top
2	Black top tables (one small and one large)
1	Small black table with metal legs
1	3 tier black display table
1	Tie rack holder and several pegs
2	Wire display racks
1	Display rack with shelves on one side and two straight arms on the other side
6	Metal tiered display racks (two tier arms and two bars) - metal
3	4-tiered arm display racks - metal
2	2-tiered arm display racks – metal
8	Display racks with straight arms
1	Display rack with both tiered (4) and straight arms (2)
1	Display rack half circle - metal
4	Rolling clothing racks – all of the racks have a “Z” design in blue on the bottom
2	Body mirrors
5	Metal high stands with 4-6 inch arm for display
1	Box for displays - white
4	Chest mannequins
1	Half body mannequins
4	Full body mannequins
2	Display cases with shelves on four sides - black
2	Bar chairs - blue
2	Game Day open signs (one black and one white)
1	Wood chair

- 1 Metal body shape display
- 1 Shelving unit in storage room with extra shelves
- 12 Metal display baskets
- 1 White board with basket and colored baskets for shopping
- 1 3 drawer filing cabinet
- 2 Desks - burgundy
- 1 Rolling chair (no arms) - red
- 1 Rolling chair (no arms) - blue
- Multiple boxes & totes in the back room with metal wall hangers, black and clear hangers
- Multiple tiered wall hangers displaying merchandise throughout the store - black
- Multiple straight arm wall hangers displaying merch. throughout the store – black
- Several ball cap holders that hang from wall
- Lease hold items (slat wall panels & front counter units)