FINANCE AND AUDIT COMMITTEE
(Following the Academic Affairs Committee)
Friday, October 16, 2009
Board of Supervisors’ Meeting Room
2nd Floor, J. S. Clark Administration Building
Southern University - Baton Rouge, Louisiana

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Items
   A. Food Service Contract, SUNO
   B. 2009-2010 Athletics Budget, SUNO
6. Informational Updates
   A. 2009-2010 Athletics Budget, SUBR
7. Other Business
8. Adjournment

MEMBERS
Mrs. Lea P. Montgomery (Chair); Atty. Walter C. Dumas (Vice Chairman);
Mr. Richard J. Caiton Jr.; Atty. Warren A. Forstall, Ms. Raushanah S. Hunter,
Atty. Patrick O. Jefferson, Mr. Myron K. Lawson, Mr. Darren G. Mire,
Atty. Tony M. Clayton, Ex Officio
FOOD SERVICE MANAGEMENT AGREEMENT

This Management Agreement ("Agreement"), is made and entered into as of this ___ day of October, 2009, by and between SOUTHERN UNIVERSITY AT NEW ORLEANS, an educational institution ("SUNO"), and SODEXO OPERATIONS, LLC Delaware limited liability company ("Sodexo"), who agree as follows:

ARTICLE I
PURPOSE OF THE AGREEMENT

1.1 Purpose Of Agreement. The Agreement, and the Request for Proposal, to the extent it is not inconsistent with this agreement, sets forth the terms and conditions upon which SUNO retains Sodexo to manage and operate Food Service for SUNO's employees, visitors and guests at the Premises.

1.2 Independent Contractor. Sodexo shall be an independent contractor and shall retain control over its employees and agents.

1.3 Confidentiality. The terms and conditions of this Agreement are confidential to the extent allowed under the law.

ARTICLE II
DEFINITIONS

2.1 Accounting Period. Sodexo's accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

2.2 Food Service. The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises. Food Service shall include the following: Resident Dining, Retail, Catering, Vending ("Services").

2.3 Premises. SUNO's Food Service facilities located at 6400 Press Drive, New Orleans, Louisiana 70126.

2.4 Smallwares. Dishware, glassware, flatware, utensils and similar items.
ARTICLE III
TERM AND EXCLUSIVITY

3.1 Term Of Agreement. The term of the Agreement is three (3) years ("Initial Term"), commencing on January 4, 2010 and continuing until January 3, 2013, with the option to renew for seven (7) additional one (1) year terms until terminated by either party as hereinafter provided. Any option to renew shall be agreed to in writing by both parties.

Notwithstanding the foregoing, in the event this Agreement expires, and Sodexo continues to provide Services, this Agreement shall be deemed to continue on a month-to-month basis in accordance with the existing terms and conditions as of the expiration date (including any adjustment to fees in accordance with Section 8.1) until terminated by either party on thirty (30) days’ prior written notice.

SUNO and Sodexo shall participate in a transition meeting in accordance with Exhibit A attached at least seven (7) days prior to commencement of Services. If the transition meeting is not held by such time, the commencement of the Services shall be postponed accordingly. Additionally, SUNO and Sodexo agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

3.2 Food Service Exclusive. SUNO grants Sodexo the exclusive right to operate Food Service on or from the Premises including the right to install and operate or engage others to install and operate vending machines at locations approved by SUNO.

ARTICLE IV
SERVICES TO BE PERFORMED

4.1 Service And Locations. Sodexo shall provide Food Service at the Premises and at such other locations as Sodexo and SUNO shall agree.

4.2 Standard Meal Hours. Sodexo shall provide Food Service at such times as agreed to by Sodexo and SUNO at the commencement of each semester.

4.3 Prices. The prices to be charged for food and other products served by Sodexo shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the Premises for comparable products. Annual board plan pricing shall be presented to the chancellor for approval not less than one hundred eighty (180) days prior to the start of each semester.
4.4 **Special Function Prices.** In addition to regularly scheduled meals, Sodexo shall, upon timely request, provide Food Service for special occasions, including conferences, dinners, parties and other functions.

In the event this Agreement is terminated, SUNO shall fulfill, or shall cause the successor contractor to fulfill, Sodexo’s obligations under any contracts for Special Functions and for services engaged by Sodexo related to provision of Special Functions. SUNO shall indemnify Sodexo from any liability relating to Special Functions after Sodexo's final day of operation under the Agreement.

4.5 **Declining Balance Meals Plans.**

A. Sodexo shall offer the following Declining Balance Meal Plans to dining patrons for the 2009-2010 academic year:

Each enrolled student for the fall 2009 semester shall participate in a Declining Balance Meal Plan at a minimum of Fifty Dollars ($50).

Each enrolled student for the spring 2010 semester shall participate in a Declining Balance Meal Plan at a minimum of One Hundred Dollars ($100).

Prepaid Cash Value Program I $50.00/Semester
Prepaid Cash Value Program II $100.00/Semester

Commencing with the fall 2010-2011 academic year, each enrolled student shall participate in the following Declining Balance Meal Plan:

Prepaid Cash Value Program $100.00/Semester

B. SUNO shall sell Prepaid Cash Value Programs to dining patrons. Sodexo shall invoice SUNO weekly for all Prepaid Cash Value Programs redeemed. Unused Declining Balance Dollars shall expire at the end of each semester and shall be for Sodexo’s account.
4.6 **Guest Meals In Resident Dining Facilities.** For guests, prices for meals served in resident dining facilities shall be as follows:

- Breakfast: $4.25
- Lunch: $5.50
- Dinner: $6.00
- Steak/Gourmet Dinner: $8.50
- Brunch: $5.50
- Sunday Dinner: $6.00
- Special Event Meal: $7.50

Plus applicable taxes, if any.

4.7 **Unscheduled Service Charges.** For service not included in the resident dining rate such as service on Freshman Days, between semesters, commencement and the summer session, Sodexo shall provide Food Service for Sixteen and 75/100 Dollars ($16.75) for each person each day.

4.8 **Preseason/Athletic Meals.** Preseason meals for athletic teams shall be charged to SUNO at Sixteen and 75/100 Dollars ($16.75) for each person each day.

4.9 **Catered Functions.** Prices for catered functions, including but not limited to SUNO or third party functions, shall be established by mutual agreement of the parties. SUNO shall be responsible for collection of amounts due for catered functions. Sodexo shall prepare and submit invoices to SUNO for individuals or groups served by Sodexo at catered functions, which invoices shall provide for payment to SUNO. Sodexo shall invoice SUNO weekly for such functions. SUNO shall pay the amount of the invoice within thirty (30) days after the invoice date. SUNO shall pay interest on any amount not paid when due at the rate of one and one-half percent (1.5%) per month from due date until paid. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

ARTICLE V
EMPLOYEES

5.1 **Sodexo Employees.** Sodexo shall recruit, hire, train, supervise, direct, discipline and, if necessary, discharge management and non-management employees working in the Food Service operation. All personnel employed by Sodexo shall at all times and for all purposes be solely in the employment of Sodexo. SUNO shall have the right to request that Sodexo remove an employee from campus if it is determined that the employee poses a threat to the health or safety of the campus or has engaged in other conduct that would violate any rule, policy or law applicable to the campus. Any such request by SUNO shall be made in writing, shall not violate any applicable state or federal law, and shall be performed in accordance with Sodexo's personnel practices.

5.2 **SUNO Student Employees.** Subject to Sodexo's approval, SUNO may
assign certain students to the Food Service operations in furtherance of SUNO’s policy to provide on-campus employment opportunities for students.

5.3 Student Employee Wages. Student employees on Sodexo’s payroll shall be compensated at the applicable minimum hourly wage rate.

5.4 Personnel Obligations. Each party hereto shall be solely responsible for all personnel actions regarding employees on its respective payroll. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and workers’ compensation costs and shall file all required documents and forms.

5.5 Agreement Not To Hire. SUNO acknowledges that Sodexo’s salaried employees are essential to Sodexo’s core business of providing management services and are familiar with Sodexo’s operating procedures and other information proprietary to Sodexo. Therefore, SUNO agrees to not, without Sodexo’s prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by SUNO, of any person who is or has been a Sodexo salaried employee within the earlier of one (1) year after such employee terminates employment with Sodexo or within one (1) year after termination of the Agreement. SUNO also acknowledges that its breach of the obligations set forth in this section would irreparably harm Sodexo’s business and leave Sodexo without an adequate remedy at law, and that Sodexo would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of the Agreement.

5.6 Equal Opportunity And Affirmative Action Employer. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Sodexo’s employees. Under no circumstances will Sodexo permit a request or suggestion by a SUNO to place a particular manager in an account to override its non-discrimination policy.
In addition, Sodexo affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE VI
FACILITIES, MAINTENANCE AND INVENTORIES

6.1 Premises And Equipment. SUNO shall furnish at its expense, Premises and equipment including but not limited to kitchen equipment, suitably furnished office space, including a safe for the temporary holding of funds and fire extinguishing equipment. Sodexo shall take reasonable and proper care of the facilities and return them to SUNO in the same condition, less customary use, at termination of the Agreement.

Sodexo and SUNO shall inventory SUNO’s Food Service equipment. SUNO and Sodexo shall sign a written inventory list of such equipment which shall be attached as Exhibit _B_. Upon termination of this Agreement, Sodexo shall surrender such inventory of equipment to SUNO.

6.2 Condition Of Premises And Equipment. The Premises and equipment provided by SUNO for use in the Food Service operation shall be in good condition to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). SUNO shall be responsible for maintaining food service equipment in good working order. Sodexo shall be responsible for repair or replacement of such equipment if it is damaged due to negligence or carelessness of Sodexo employees. SUNO agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of SUNO and shall be at the SUNO’s expense. This provision shall survive the termination of this Agreement.

6.3 Sanitation. The responsibilities of the parties with respect to the normal and customary cleaning of the Premises shall be as follows:

A. Food Preparation, Storage And Serving Areas. Sodexo shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas. SUNO shall clean the windows, walls above shoulder height, ceilings, ceiling fixtures, air ducts and hood vent systems (per local ordinance) and provide necessary pest control.
B. **Customer Traffic Areas.** SUNO shall be responsible for housekeeping and sanitation in customer traffic areas, including dining areas and floors in front of serving counters. Sodexo shall clean the tops of tables and seats of chairs and wipe up spillage and breakage that occurs during serving periods.

C. **Refuse.** Sodexo shall transport refuse to designated collection areas. SUNO shall be responsible for collection of refuse from designated collection areas and removal from the Premises.

D. **Vending Areas.** Sodexo shall be responsible for the cleanliness and sanitation of vending machines. SUNO shall be responsible for housekeeping and sanitation in areas where vending machines are installed.

6.4 **Maintenance.** SUNO shall, at SUNO's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and equipment.

6.5 **Inventories Of China And Smallwares.** SUNO and Sodexo jointly shall inventory all china, if any, and Smallwares owned by SUNO and shall agree as to required inventory levels. Any inventories below agreed upon levels shall be brought up to such levels at SUNO's expense. If at any time Sodexo is to provide additional service, SUNO shall be responsible to increase, at SUNO's expense, inventories required for the additional service. SUNO, at SUNO's expense, shall maintain the required inventory levels, providing replacements when needed.

6.6 **Vehicle.** Sodexo shall provide a vehicle for use in the Food Service operation. Sodexo shall be responsible for the vehicle's gas, oil, maintenance, repair, and automobile liability insurance.

6.7 **Meal Program Identification System.** SUNO shall be responsible for all costs related to the electronic meal program identification system, including hardware, software, and on-going supplies.

**ARTICLE VII**

**FINANCIAL ARRANGEMENTS**

7.1 **Profit And Loss.** Sodexo shall retain all cash receipts realized from the Food Service operations and pay all operating expenses. Any profit or loss shall be for Sodexo's account. Sodexo shall pay SUNO an annual lease payment in the amount of Thirty Thousand and 00/100 Dollars ($30,000.00). Such amount shall be paid in equal monthly installments of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) on or before the 5th day of each month.

7.2 **SUNO's Obligations.** SUNO, at SUNO's expense, shall provide at the Premises: electricity, gas, water and other utilities, ventilation, security services, telephone service, broadband internet access, janitorial supplies, pest extermination
and control, Smallwares, replacement china, new equipment (excluding vending equipment), replacement of worn equipment (excluding vending equipment), maintenance and repairs (excluding vending equipment), refuse removal, painting, decorating and fire and extended coverage insurance and real and personal property taxes on all SUNO's property.

7.3 **Billing.** No later than five (5) working days after the end of each week, Sodexo shall submit to SUNO an invoice for Declining Balance Dollars redeemed. Sodexo shall submit all other billings to SUNO as incurred. SUNO shall pay the amount of the invoice within thirty (30) days after the invoice date. SUNO shall pay interest on any amount not paid when due at the rate of one and one-half percent (1.5%) per month from due date until paid. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

7.4 **Statements And Records.** Sodexo shall submit operating statements to SUNO for each Accounting Period and maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by Sodexo may reflect certain internal charges and allocations which are applied on a consistent basis to Sodexo accounts. SUNO, at SUNO's expense, shall have the right to audit all operating statements.

7.5 **Scholarship Fund.** On or about January 15th of each year Sodexo shall contribute an amount equal to Two Thousand Five Hundred Dollars ($2,500) ("Scholarship Fund") to be used for scholarships at SUNO's discretion. If the Agreement expires or terminates prior to December 31st of any year, Sodexo shall be under no obligation to make any further contribution with respect to this Section 7.5.

**ARTICLE VIII**

**FINANCIAL ADJUSTMENTS**

8.1 **Policy And Practice Changes.** Financial terms of the Agreement shall be adjusted by mutual agreement of the parties to reflect changes in Sodexo's costs and charges resulting from changes in SUNO's policies and practices or service requirements (including changes in the scope of services) or if there are material deviations from information provided in the Request for Proposal (or other solicitation for Sodexo's proposal for Food Service) on which Sodexo relied in developing its proposal and from which the parties negotiated the financial terms described in this Agreement.

8.2 **Financial Renegotiations.** If there are any strikes or other labor disturbances affecting the Food Service operation, financial terms of the Agreement shall be adjusted by mutual agreement of the parties.

8.3 **Financial Assumptions.** The financial terms of the Agreement are based upon the following assumption:
Population not less than 2900

In the event of a change in enrollment (up or down) of ten percent (10%) or more, the financial terms of the Agreement shall be renegotiated.

ARTICLE IX
GENERAL TERMS AND CONDITIONS

9.1 Taxes. Sodexo shall bill and collect sales and use taxes, if applicable, on all meals and services rendered on or from the Premises.

9.2 Compliance With Law. Sodexo shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health and obtain all required licenses and permits. SUNO shall cooperate with Sodexo to accomplish the foregoing.

9.3 Workers' Compensation Insurance. Sodexo shall maintain workers' compensation as required by state law and Employers' Liability in the amount of One Million Dollars ($1,000,000.00) each accident covering all employees employed by Sodexo in connection with the Food Service operation.

9.4 Comprehensive Or Commercial Insurance. Sodexo shall maintain during the term of the Agreement, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than One Million Dollars ($1,000,000) for each occurrence including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the activities of Sodexo under the Agreement and shall provide SUNO with a certificate evidencing such policies. The insurance policies shall contain covenants from the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation. SUNO shall be named as an additional insured under Sodexo's policies of insurance to the extent SUNO is indemnified pursuant to Section 9.8.

9.5 Waiver Of Recovery. Notwithstanding Sections 6.2 and 9.8, and based on the representations contained in Section 9.6 below, each party hereto waives its rights and the rights of its subsidiaries and affiliates to recover from the other party hereto and its subsidiaries and its affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies.

9.6 Property Insurance. SUNO shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, self insurance, or a combination thereof) to keep the buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause
normally covered by standard broad form property insurance.

9.7 Non-Sodexo Approved Vendors. SUNO understands that Sodexo has entered into agreements with many vendors and suppliers of products which (i) give Sodexo the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by Sodexo for or on behalf of SUNO. SUNO shall not require Sodexo to use products from non-Sodexo approved vendors.

9.8 Indemnity. Except as otherwise expressly provided herein, Sodexo and SUNO shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs, which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the Agreement. This provision shall survive termination of the Agreement.

9.9 Trade Secrets and Proprietary Information. During the term of the Agreement, Sodexo may grant to SUNO a nonexclusive right to access certain proprietary materials of Sodexo, including menus, signage, Food Service survey forms, software (both owned by and licensed to Sodexo), and similar items regularly used in Sodexo's business operations (“Proprietary Materials”). In addition, SUNO may have access to certain non-public information of Sodexo, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Sodexo's business operations (“Trade Secrets”). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by SUNO), or (ii) any information which was available to SUNO on a non-confidential basis from a source other than Sodexo, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Sodexo.

SUNO shall not disseminate any Proprietary Materials or disclose any of Sodexo's Trade Secrets, directly or indirectly, during or after the term of the Agreement. SUNO shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexo. All Proprietary Materials and Trade Secrets shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of the Agreement. Without limiting the foregoing, SUNO specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Sodexo and not SUNO. Furthermore, SUNO's access or use of such software shall not create any right, title interest, or copyright in such software, and SUNO shall not retain such software beyond the termination of the Agreement. Any signage, servicemark or trademark proprietary to Sodexo shall remain
the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of this Agreement. In the event of any breach of this provision, Sodexo shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

This provision shall be subject to any limitations imposed by the Louisiana Public Records laws.

9.10 Confidentiality. Subject to the La. Public Records laws, the terms and conditions of this Agreement are confidential. SUNO and Sodexo represent and warrant to each other that each party shall maintain the confidentiality of the terms and conditions of this Agreement, however, such restriction shall not prohibit either party from disclosing the existence of the relationship, Term of the Agreement or the projected sales volume related to the terms of the Agreement.

9.11 Assignment. The Agreement may not be assigned by either party without the written consent of the other, except Sodexo may, without prior approval and without being released from any of its responsibilities hereunder, assign the Agreement to any affiliate or wholly-owned subsidiary of Sodexo.

9.12 Attorneys' Fees. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees, court costs and related expenses.

9.13 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To SUNO: Southern University at New Orleans
Attention:___________________
____________________________
____________________________
To Sodexo:  Sodexo Operations, LLC
Attention:  Jim Fjelstul
Senior Vice President
11044 Research Blvd., Suite A-105
Austin, Texas  78759

and:  Sodexo Operations, LLC
Attention:  Law Department
9801 Washingtonian Blvd., Dept. 51/899.74
Gaithersburg, Maryland 20878

and/or to such other persons or places as either of the parties may hereafter designate in writing.  All such notices shall be effective when received.

9.14  **Catastrophe.** Neither Sodexo nor SUNO shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Food Service operation, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

9.15  **Termination For Cause.** If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within sixty (60) days, the notice shall be null and void. If such Cause is not remedied within the specified period, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. The rights of termination referred to in the Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

9.16  **Termination Without Cause.** Either party may terminate the Agreement at any time by providing notice sixty (60) days prior to the last day of the semester. Such notice shall be effective on the last day of the semester during which the notice was provided.

9.17  **Construction And Effect.** A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of the Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of the Agreement shall govern.

9.18  **Severability.** If any term or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or
unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.19 Amendments To Agreement. All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto. Email correspondence shall not qualify as a written document signed by an authorized signatory.

9.20 Regulations And Access. SUNO may make reasonable regulations for use and occupancy of the Premises and shall give Sodexo written notice thereof. SUNO’s authorized representatives shall have access to the Premises at all times. SUNO grants Sodexo approval to use its promotional, informational or marketing activities or materials including the names, trademarks, logos and symbols of Sodexo at the Premises.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the date indicated in the first paragraph or the first day of the Initial Term, whichever is sooner.

SOUTHERN UNIVERSITY AT NEW ORLEANS

By: __________________________________________
Name (printed): ________________________________
Title: __________________________________________

SODEXO OPERATIONS, LLC

By: __________________________________________
Jim Fjelstul
Senior Vice President
EXHIBIT “A”
TRANSITION MEETING

Definition:

Transition Meeting is a meeting that is always held prior to opening a new account or starting a new service at an existing account.

Objectives:

1. To transform individual SUNO(s) expectations into one set of prioritized institutional expectations,
2. To start-up the new service in accordance with the institution’s expectations,
3. To provide for a solid foundation upon which to build long lasting and mutually beneficial relationships.
4. To articulate and gain consensus of Sodexo’s objectives / expectations from the business relationship.

Participants:

SUNO: SUNO liaison(s) and at least one of the following executives: Chief Executive Officer, Chief Operating Officer, Chief Financial Officer.

Sodexo: Sales Director, District Manager responsible for the Agreement and (if identified) the General Manager ultimately responsible for Sodexo’s performance. Senior Vice Presidents and other company executives should attend on “as needed basis”.

###Athletic Budget 2009-10

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<td>Operating Services (Detail)</td>
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<td>Professional Service</td>
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<td><strong>Total Athletic Expenses</strong></td>
<td><strong>$274,573.00</strong></td>
<td><strong>$143,250.00</strong></td>
<td><strong>$130,400.00</strong></td>
<td><strong>$249,550.00</strong></td>
<td><strong>$799,773.00</strong></td>
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GAME GUARANTEES

- Projected Revenue (Admission for Home Games)
  - $16,000.00
  - $14,000.00

**ATHLETIC DIRECTOR**

**Vice Chancellor of Admin. & Finance**

**Chancellor**
Budget Justification for Fall 2009-Spring 2010

<table>
<thead>
<tr>
<th></th>
<th>Volleyball</th>
<th>Woman’s Basketball</th>
<th>Men’s Basketball</th>
<th>Woman’s Track/Cross Country</th>
<th>Men’s Track/Cross Country</th>
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<td><strong>Coach (part time)</strong></td>
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<td><strong>Equipment</strong></td>
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