

APPENDIX R

CLARK COLLEGE MOU

MEMORANDUM OF UNDERSTANDING

To: Clark College ("College")

From: Cowlitz Indian Tribe, a federally recognized Indian tribe (the "Tribe")

Subject: Outline of Proposed Strategic Alliance Agreement

Date: March 3, 2005

I. Purpose of Memorandum

This memorandum outlines the general preliminary understanding of the Tribe and College with respect to a future strategic alliance ("Strategic Alliance") proposed to be entered into between them, pursuant to which College would provide training to employees of the Cowlitz Casino and Resort, to be located on property of the Tribe.

II. Points of Tentative Understanding

1. **Purpose of Proposed Strategic Alliance.** The Tribe and College would like to enter into a mutually beneficial Strategic Alliance designed to train future employees of the Tribe (including training for new hires and refresher training for existing employees). These employees will work at a casino on property of the Tribe. Specifically, the Tribe would like to enter into a Strategic Alliance agreement with College pursuant to which College would develop complete training programs for such future employees of the Tribe.
2. **Location of Efforts.** College intends to provide one or more sites for training Tribe employees, including all necessary classroom and office space, in or around Vancouver, Washington (the "School Location"). In addition, the Tribe will provide sites for training employees on casino property. College and the Tribe will negotiate a mutually agreeable allocation of training between the School Location and the casino site.
3. **Proposed Responsibilities of College.** The Tribe and College intend that College will be assigned the following responsibilities and duties in the Strategic Alliance agreement:
 - a. College will develop training programs and materials for, and will provide staff, management, and instructors who have expertise with respect to, and will offer training programs (including refresher training programs) at the School Location and casino site for all of the following positions for which the Tribe identifies a training need:
 - i. Casino management positions, including without limitation, general and operations management, marketing management, sales management, administrative services management, financial management, human resources management, food services management, and gaming management;
 - ii. Purchasing agents;

- iii. Compliance officers;
- iv. Human resources positions, including without limitation recruitment and placement specialists, and training and development specialists;
- v. Accountants and auditors;
- vi. Computer specialists, including without limitation computer support specialists, computer systems analysts, and database, network, and computer systems administrators;
- vii. Market research analysts;
- viii. Public relations specialists;
- ix. Gaming surveillance officers and investigators;
- x. Slot attendants;
- xi. Security guards;
- xii. Food preparation workers, including without limitation, chefs and head cooks, servers, bakers, and bartenders;
- xiii. Housekeeping and janitorial workers;
- xiv. Landscaping and groundskeeping workers;
- xv. Slot key persons;
- xvi. Gaming dealers;
- xvii. Ushers, lobby attendants, amusement and recreation attendants, and entertainment attendants;
- xviii. Child care workers;
- xix. Fitness trainers and instructors;
- xx. Cashiers, including without limitation, gaming change persons, and booth cashiers;
- xxi. Counter and rental clerks and retail salespersons;
- xxii. Advertising sales agents, demonstrators, and product promoters;
- xxiii. Switchboard operators and answering service workers;
- xxiv. Billing and posting clerks and machine operators;

- xxv. Bookkeeping, accounting, and auditing clerks;
- xxvi. Gaming cage workers;
- xxvii. Payroll and timekeeping clerks;
- xxviii. Procurement clerks;
- xxix. Customer service representatives;
- xxx. Order clerks, receptionists, and information clerks;
- xxxi. Administrative assistants and secretaries;
- xxxii. Computer operators, data entry positions, and office clerks;
- xxxiii. Mechanics for buses, trucks, outdoor power equipment, and small engines;
- xxxiv. Maintenance and repair workers, including without limitation, coin, vending, and amusement machine servicers and repairers;
- xxxv. Taxi drivers and chauffeurs; and
- xxxvi. Any other positions for casino-related employment that the Tribe may identify from time to time.

b. In addition to training for the foregoing positions, College will develop training programs and materials for, and will provide staff, management, and instructors who have expertise with respect to, and will offer training programs (including refresher training programs) at the School Location and casino site for all of the following educational areas for which the Tribe identifies a training need:

- i. English as a second language;
- ii. Basic skills training;
- iii. Personal enrichment and learning opportunities for casino guests in subjects agreed upon between College and the Tribe;
- iv. Customer service training for all employees;
- v. Leadership and supervision training and core business concepts for management and supervisory employees; and
- vi. Degree programs and career ladder programs in specific fields.

- c. College will provide pre-employment screening and workplace readiness assessment of potential employees as needed, utilizing College's computer database where appropriate.
 - d. College's staff will handle all daily operations of the training school and its programs, including, without limitation, all administrative tasks associated with admissions and scheduling.
 - e. College's staff will market its training programs to students of other College programs and publicly, but will not offer training to any applicant at the Tribe's cost without the Tribe's prior approval.
 - f. College will use its best efforts to seek funding for the training school and its programs, including without limitation, by seeking and applying for state and federal grants.
 - g. At College's expense, the College will explore and draft preliminary training delivery options for dedicating administrative staff, office and classroom space, and number of phone lines needed for the operation of the training programs at the School Location and casino sites.
 - h. College will be responsible for obtaining and maintaining all necessary school certification and licensing and satisfying all requirements relating thereto, including without limitation, any applicable state or federal financial aid regulations.
4. Proposed Responsibilities of the Tribe. The Tribe and College intend that the Tribe will be assigned the following responsibilities and duties in the Strategic Alliance agreement:
- a. The Tribe will perform marketing and selling activities with respect to recruiting casino employees and will recruit, test, and screen applicants to fill job openings. The Tribe will provide the necessary forms, marketing materials, and equipment required in connection with these activities.
 - b. The Tribe will pay College a negotiated and agreed-upon fee for each job applicant who is referred by the Tribe and trained by College, but will not be directly liable for any development or set-up costs, administrative or payroll expenses, rent, utilities, telecommunication costs, or other overhead costs incurred by College in connection with the training school or its programs or the School Location.
 - c. The Tribe will refer job applicants to College for screening, assessment, and (if applicable) training programs at its training school.
 - d. The Tribe will provide information to College to enable College to develop short-term training programs, including, without limitation, information regarding the Tribe's training needs and proposed timing for training programs.

e. The Tribe will consult with and give guidance to College with respect to the development and operation of the training school and its programs, but will not assume any responsibility to third parties with respect to the operation of the training programs or related activities.

f. The Tribe will cooperate in College's efforts to obtain funding for College's training school and its programs (including, without limitation state and federal grant money), including by providing information and submitting applications prepared by College, at College's request, provided that such cooperation does not cause the Tribe to incur liability to third parties in connection with the College's training school or its programs.

g. The Tribe will make arrangements for parties other than College to provide training for its employees or potential employees in situations where College is unwilling or unable to provide such training on the terms required by the Tribe.

5. Definitive Agreement. After College has acknowledged this memorandum, it is intended that the Tribe's attorneys (or attorneys for Salishan-Mohegan LLC, the management and development company engaged by the Tribe) will prepare a draft definitive agreement for the Strategic Alliance containing the terms stated in this memorandum and warranties, covenants, conditions, and additional provisions to be agreed upon by the Tribe and College, including, without limitation, an agreement that termination of the definitive agreement by either party will require a minimum of 90 days' notice. The Tribe and College intend to use their best efforts to negotiate, execute, and deliver the definitive agreement by July, 2005. Notwithstanding the foregoing, it is understood that either the Tribe or College may cease negotiations at any time, without incurring any liability for termination of negotiations.

III. Due Diligence and Confidentiality Agreement

1. Due Diligence. Once a formal agreement is executed, the Tribe and College will provide necessary information to the other for purposes of conducting a due diligence investigation. Neither party will be under any obligation to continue with its due diligence investigation or negotiations regarding the definitive agreement if, at any time, the results of its due diligence investigation are not satisfactory to it for any reason in its sole discretion.

2. Expenses. The Tribe and College will each bear their own respective expenses and will not be liable to each other for expenses incurred in connection with this transaction.

3. No Public Announcement; Confidentiality. Neither the Tribe nor College will give any press interviews or release any press release or make any public announcement regarding the subject matter of this memorandum of understanding or the definitive agreement without the consent of the other party.

4. Entire Agreement. This memorandum of understanding contains the entire agreement between the Tribe and College and no modification of the terms of this memorandum of understanding will be effective unless made in writing and signed by both parties. This

memorandum of understanding will be governed by and construed in accordance with the internal laws of the state of Washington.

5. Cooperation. The Tribe and College will cooperate with each other and proceed as promptly as is reasonably practicable to obtain all necessary consents and approvals from third parties and to endeavor to comply with all other legal or contractual requirements for or preconditions to the execution and consummation of, the definitive agreements.

6. Authority. Each of the Tribe and College represents and warrants to the other that the person signing this memorandum of understanding on its behalf is duly authorized to execute this memorandum of understanding on its behalf and that it has full right, power, and authority to enter into and perform the binding obligations evidenced by Section III of this memorandum of understanding.

7. Termination. The binding provisions contained in Section III of this memorandum of understanding may be terminated:

- a. By mutual written consent of the Tribe and College; or
- b. Upon written notice by either party to the other party upon 90 days' notice;

provided, however, that such termination will not affect the liability of a party for breach of any of the binding provisions prior to the termination. Upon termination of the Binding Provisions, the parties will have no further obligations hereunder, except as stated in paragraph 3 of Section III, which will survive any such termination.

8. No Partnership or Joint Venture. Nothing in this memorandum creates a partnership or joint venture relationship. College is not the agent of the Tribe or authorized to make any representation, contract, or commitment on behalf of the Tribe. Upon entering into the definitive agreement with the Tribe, College will become a service provider to the Tribe and its activities as such are not to be construed as an endorsement of the Tribe or any of its activities.

9. Binding Agreement. The provisions of Section III of this memorandum are binding, mutually enforceable obligations of the Tribe and College.

10. Non-Binding Memorandum. Except for this Section III, this memorandum is only a statement of the present intention of the Tribe and College and contains a list of proposed points that may or may not become part of an eventual agreement, and this memorandum is not intended to impose any obligation whatsoever on either the Tribe or College, including without limitation an obligation to bargain in good faith or in any way other than at arms' length. Except as set forth in this Section III, the Tribe and College do not intend to be bound by any agreement until both agree to and sign a written contract. Neither the Tribe nor College may reasonably rely on any promises or understandings inconsistent with this Section III.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

The foregoing accurately reflects the understanding, and with respect to Section III, the agreement of the Tribe and College. The undersigned have caused this memorandum of understanding to be signed by their respective duly authorized officers as of the date first above written.

Tribe:

Cowlitz Indian Tribe

College:

Clark College

By _____

Name: _____

Title: _____

By _____

Name: _____

Title: _____