MEMORANDUM OF UNDERSTANDING

BETWEEN

PATHWAYS TO PROSPERITY and TURTLE MOUNTAIN COMMUNITY COLLEGE

This Memorandum of Understanding (MOU) is hereby written and agreed to as a means of forwarding an understanding and a collaboration between the parties of Pathways to Prosperity (P2P) and the Turtle Mountain Community College (TMCC) for the downtown Phase I Project located at Main Street, Belcourt, North Dakota.

I. BACKGROUND: P2P is the product of a partnership between the Turtle Mountain Band of Chippewa Indians and the Northwest Area Foundation. The partnership began in 2003 when staff of the Foundation visited the Reservation to determine whether the Tribe had the will and the potential to launch a major effort to reduce poverty that afflicts more than one-third of our Tribal members. With the culmination of these discussions, a ten-year written plan was developed and implemented that included three major strategic actions which are: (1) Inclusion; (2) Economic Development; and (3) Infrastructure. The mission of the Pathways as an organization is to work together with all interested parties to reduce poverty within the Turtle Mountain Band of Chippewa.

II. PURPOSE: The purpose of this MOU is to collaborate in devising a plan of action for the transitioning of the downtown Phase I Project which is part of the Key Stone Project that both the Board of Directors for the TMCC and the Board of Directors of P2P will approve. The goal of this project is to ultimately stimulate local economic development, accelerate the successful development of entrepreneurial businesses, and reduce poverty through the creation of jobs within the confines of the Turtle Mountain Indian Reservation. This includes the identification of buildings and property of the TMCC, the Tribe (Turtle Mountain Band of Chippewa Indians), and P2P; determining the use of such buildings, their legal description; the transfer of such property as deemed feasible and in line with the overall purpose; costs associated with the buildings by P2P; and finally, the legal access of land and property to further meet the goals of P2P in its ability to secure funding for Phase I.
Strategy 2.4: REVITALIZE DOWNTOWN BELCOURT AS AN INCUBATOR OF OPPORTUNITY. The Pathways Organization will attempt to become a catalyst for transforming the Belcourt downtown area into a thriving incubator for the creation of jobs and housing opportunities. The first step (Phase I) will be to address the shortage of retail space and the lack of a town center, or main street, by creating an incubator to house new businesses.

III. RESPONSIBILITIES OF PARTIES:
1. Pathways to Prosperity agrees to and understands the following:
   (a) Provide funding for moving of buildings, the renovation of buildings, and the construction of Phase I buildings to adequately accommodate existing programs that include the TMCC and P2P.
   (b) Acquire the services of a consultant to help move forward the development of the small business incubator.
   (c) Secure all necessary funding for the small business incubator.
   (d) Provide to TMCC $42,800 for the renovation and expansion of the Trading Post at the Anishinabe Education, Wellness and Cultural Center; and partner with TMCC’s Trading Post incubator project satellite initiative.
   (e) Partner with TMCC in the incubator project satellite initiative located at the Anishinabe Learning, Wellness, and Culture Center.
   (f) Identify and provide a legal description and land description of TMCC-owned property/land at the south campus and land/property owned by the tribe or other individuals.
   (g) P2P will make all arrangements for the move of all non-TMCC programs currently occupying TMCC buildings at the downtown campus.

2. Turtle Mountain Community College agrees to and understands the following:
   (a) Agree to the demolition and the moving of identified buildings to other locations. TMCC-owned buildings that are involved in the MOU include 3, 4, 5, 5-A, 6 and 10 and are determined to be moved as follows:
     * All of building 3 is a metal structure and will be moved south across the street to accommodate the Voc Rehab program. Currently, this building is primarily occupied by Voc Rehab.
     * Building #4 is a wood structure and will be moved south across the street for TMCC use.
* Building #5-A is in poor condition and will be demolished.
* Building #5 is a metal structure, in good shape, and will be moved to the TMCC main campus for storage by the Construction Trades Program.
* Building #6 is in good condition and will be moved to the TMCC main campus for storage by Facilities Management.
* Building #10 is a wood structure and is currently being occupied by P2P. P2P will move out and Adult Education and Substance Abuse Prevention Program will move into this building.

TMCC will not allow P2P to move, renovate, or demolish any of TMCC's buildings until all financial resources are raised and secured by P2P for Phase I.

The identified TMCC programs to be affected by the Phase I project by P2P include the Vocational Rehabilitation Program, Adult Education, and the Substance Abuse Prevention Program.

A transition plan will be developed that will assure that the operation of the TMCC programs located downtown will not be adversely impacted during the transition.

IV. **SUBSEQUENT MEMORANDUM OF UNDERSTANDING:** Other MOUs will be written to further address Phase II; a transition plan for Phase I; and other topics related to the Key Stone Project involving Pathways to Prosperity and Turtle Mountain Community College.

V. **PERIOD OF MEMORANDUM OF UNDERSTANDING AND AMENDMENTS:**
This MOU will be signed upon completion and acceptance by all parties and will become effective January 1, 2012. By mutual agreement of all parties, this MOU will be in effect until it no longer is needed or it has served its purpose.

______________________________     ______________________________
Board Chairperson, Pathways to Prosperity     Date

______________________________     ______________________________
Board Chairperson, Turtle Mtn. Com. College     Date

______________________________     ______________________________
Chairman, Turtle Mtn. Band of Chippewa     Date
November 22, 2011

Dr. Jim Davis  
President TMCC  
PO Box 340  
Belcourt, ND 58316

Dr. Davis;

It is with great pleasure that I am writing this letter regarding the partnership between the Turtle Mountain Community College and Pathways to Prosperity in pursuing Small Business Incubation on behalf of our community. As you are well aware, this pursuit is one which we must tread lightly as not to cause harm to any educational program under the college such as Vocational Rehabilitation or the College’s Adult Education Program just to name a few. This letter will outline needs by both the Turtle Mountain Community College and the programs therein contained and those strategies Pathways to Prosperity is tasked with accomplishing.

On behalf of the Pathways Organization we extend a commitment to the Turtle Mountain Community College to assist with, both financially and through the planning process, a relocation plan for Vocational Rehabilitation, Regional Substance Abuse Prevention, and Adult Education programs currently housed within the old college campus and furthermore, taking into consideration the special needs of these programs. As per our discussion, we at Pathways to Prosperity understand and accept the fact that the relocation plan does, in fact, require that Pathways to Prosperity vacate our current building, which is owned by the college, to accommodate temporarily, the displacement of Vocational Rehabilitation, Regional Substance Abuse Prevention Program, and Adult Education Programs.

We further agree to payment of costs directly associated with the relocation of existing metal buildings necessary for the construction of the Enterprise Center Main Complex (Phase I). This area for the development of Phase I will for all further discussion refer to the map provided by the college and designate buildings #3, #4, #5, #5A, and #6 as those being affected by Phase I construction thereby making it absolutely necessary to relocate or demolish structures located within this area. After receiving information from Jesse Chase #5A was identified as the only building needing to be demolished. Furthermore, due to health concerns with Black Mold and Asbestos a HAZMAT Team will have to be used for demolition. Building 1, 2, & 7 will not be part of Phase I and will remain in operation. Any affect to buildings 1, 2, & 7 will be determined in Phase II by all parties affected.

Once the Memorandum of Understanding is finalized for the transfer of land from the Turtle Mountain Community College to Pathways to Prosperity, we will work on developing the Memorandum of Understanding needed to strengthen a collaborative partnership with the college and other entities as needed to address the working relationship between the Keystone Project, specifically, the Enterprise Center Incubator and the training/retail incubator established by the Turtle Mountain Community College.
The journey that we are taking will be among one of the most important that our tribe and community will undertake concerning economic development. Small Business Incubation has the potential to create and support an entrepreneurial environment/system which will create jobs and opportunities our community members have never known before. This is why it is so important that we work together so that our community’s efforts are unified, that adequate planning has occurred, and that we follow successful models for incubation.

Sincerely,

Phyllis Jollie  
Board Chairperson  
Pathways to Prosperity
MEMORANDUM OF UNDERSTANDING

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**Strategy 2.4: REVITALIZE DOWNTOWN BELCOURT AS AN INCUBATOR OF OPPORTUNITY.** The Pathways Organization will attempt to become a catalyst for transforming the Belcourt downtown area into a thriving incubator for the creation of jobs and housing opportunities. The first step (Phase I) will be to address the shortage of retail space and the lack of a town center, or main street, by creating an incubator to house new businesses.

III. **RESPONSIBILITIES OF PARTIES:**
1. Pathways to Prosperity agrees to and understands the following:
   (a) In consultation with TMCC administration, P2P assumes the responsibility and will provide funding for moving of buildings, the renovation of buildings, and the construction of Phase I buildings to adequately accommodate existing programs that include TMCC and P2P.
   (b) Acquire the services of a consultant to help move forward the development of the small business incubator.
   (c) Secure all necessary funding for the small business incubator.
   (d) Provide to TMCC $42,800 for the renovation and expansion of the Trading Post at the Anishinabe Education, Wellness and Cultural Center; and partner with TMCC's Trading Post incubator project satellite initiative.
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   (f) Identify and provide a legal description and land description of TMCC-owned property/land at the south campus and land/property owned by the tribe or other individuals.
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   (a) Agree to the demolition and the moving of identified buildings to other locations. TMCC-owned buildings that are involved in the MOU include 3, 4, 5, 5-A, 6 and 10 and are determined to be moved as follows:
      * All of building 3 is a metal structure and will be moved south across the street to accommodate the Voc Rehab program. Currently, this building is primarily occupied by Voc Rehab.
      * Building #4 is a wood structure and will be moved south across the street for TMCC use.

Page 3 of 3:

* Building #5-A is in poor condition and will be demolished.
* Building #5 is a metal structure, in good shape, and will be moved to the TMCC main campus for storage by the Construction Trades Program.
* Building #6 is in good condition and will be moved to the TMCC main campus for storage by Facilities Management.
* Building #10 is a wood structure and is currently being occupied by P2P. P2P will move out and Adult Education and Substance Abuse Prevention Program will move into this building.

(b) P2P will use its financial resources to move buildings, renovate each building for occupancy by TMCC, demolition of any building, and provide site preparation for new construction. P2P will secure all funding for Phase I construction. Should P2P fail to secure the necessary funding for Phase I construction, the land will revert back to TMCC to use as they deem appropriate.

(c) The identified TMCC programs to be affected by the Phase I project by P2P include the Vocational Rehabilitation Program, Adult Education, and the Substance Abuse Prevention Program.

(d) A transition plan will be developed that will assure that the operation of the TMCC programs located downtown will not be adversely impacted during the transition.

IV. **SUBSEQUENT MEMORANDUM OF UNDERSTANDING:** Other MOUs will be written to further address Phase II; a transition plan for Phase I; and other topics related to the Key Stone Project involving Pathways to Prosperity and Turtle Mountain Community College.

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_________________________________________  ______________________________
Board Chairperson, Pathways to Prosperity  Date

_________________________________________  ______________________________
Board Chairperson, Turtle Mtn. Com. College  Date

_________________________________________  ______________________________
Chairman, Turtle Mtn. Band of Chippewa  Date
Proposed Administration for Native Americans Language Grant

Application closing date: 1/31/12

The Administration for Children and Families (ACF), Administration for Native Americans (ANA) announces the availability of fiscal year 2011 funds for community-based projects for the Native American Language Preservation and Maintenance program. The purpose of ANA grant funding is to promote economic and social self-sufficiency for American Indians, Alaska Natives, Native Hawaiians, and other Native American Pacific Islanders from American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands. The Native American Language Preservation and Maintenance program provides funding for projects to support assessments of the status of the Native American languages in an established community, as well as the planning, designing, and implementing of Native American language curriculum and education projects to support a community's language preservation goals.

ANA has identified the following program areas of interest and project types for this Funding Opportunity Announcement. However, funding is not restricted to those listed below.

1. Collecting, compiling, analyzing, and organizing data in order to have a current description of the community's Native American language status;

2. Facilitating and encouraging intergenerational teaching of Native American language skills;

3. Planning and implementing an immersion, master/apprentice, or distance learning model;

4. Training and certifying teachers, interpreters, or translators in a Native American language;

5. Developing, printing, and disseminating materials to be used for the teaching and enhancement of a Native American language;

6. Producing, distributing, or participating in television, radio, or other media forms to broadcast Native American languages; and

7. Compiling, transcribing, and analyzing oral testimony to create resources that support the preservation of Native American languages.

Proposed TMCC Project:

The TMCC project would be a continuation of the prior language program. It would use the documentation of languages (recordings) and curriculum developed to implement new or expanded language programs. This project speaks to ANA areas of interested highlighted above in categories 2, 4, 5, and 6.

Goal: To support revitalization of the languages through a comprehensive effort to include language revitalization with focus efforts targeting young children and core adults as well as
widespread community exposure.

As addressed in the objectives, TMCC will reach this goal by providing three interlinked elements. The first is the creation of speaker led adult immersion groups. These are expected to be drawn from tribal members who are college staff members. The immersion group will build a core group to develop language fluency. Increasing the number of individuals with language knowledge is a key element in building a sustainable language effort.

The second element speaks to the implementation of weekly language activities in at least nine preschool through 3rd grade classrooms. TMCC would provide cultural integration training to participating teachers as well as curriculum modules. An additional 10 individuals will be trained in bilingual instruction to serve as a resource for classroom teachers. To encourage language usage in the home, parents of targeted children will be provided opportunities to participate in language activities with their children.

In the final element, TMCC will foster widespread community exposure to languages by creating and airing a minimum of 200 conversational phrases each year which will be broadcast over public radio and public address systems at the college, tribal office, schools and service providers. These phrases will provide common language knowledge for the community and support elementary use of the language in homes across the reservation.

Results: TMCC expects to generate results in three different areas. The first objective speaks to expanding the number of adults who have measurable language knowledge. Expected results will include the formation of eight speaker led immersion groups. In the second area, the expected results are 1) the production of a preschool through third grade curriculum based on the existing 1000 core words for each language; 2) 10 teachers trained in cultural integration across the curriculum; and 3) training provided to 10 classroom resource teachers. In the final area, TMCC will foster community-wide language knowledge through ongoing airing of conversational phrases. The result will 200 phrases aired per year or 600 over the course of the project.

Benefits – Twenty four community members will participate in immersion groups. The impact of the second objective is beginning a reservation wide inclusion of language in the schools. A minimum of nine local classrooms will utilize the curriculum at least weekly and 100 preschool through third grade children will participate in language instruction. Seventy five preschool parents will participate in two or more language activities with their parents. Ten classroom teachers will be trained in integration of culture across the curriculum and 10 facilitators will be trained to serve as classroom resources for language activities. The third objective will expose 50% of the population to recorded language phrases with at least 100 participating 80% of time.
# Purchase Requisition

**Source of Funds**
- Federal
- State
- TMCC
- Private

**Travel Authorization**
- Date(s):
- Place:
- Purpose of meeting or trip:

- You must have the proper travel documentation attached.

**Payment To:**
- Brady Marty

**Date Issued:**

**Date Wanted:**

**Requested By:**

**If purchase is for equipment or supplies it will be used by whom:**

**Telephone #**

**Fax #**

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**Approved By Appropriate Individuals:**

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<td>Immediate Supervisor</td>
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<td>Dean of Instruction</td>
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**President**
- Carla Peltier

**Chairman, Board of Directors**
- Date 11-28-11

**Account Number**
- 01700-700-5700

**Project Code**
- Fiscal

**Business Office Use Only**
- Purchase Order Number
- Date Entered
- Comptroller

**Travel Loan**
- Account Number

---

*If item is to be used for a specific project or program, please specify (for example: ANISHINABE; HVAC; NURSING; DIST ED; PHARMACY; MED TECH; EMT.) Also to be used if charged to ICCA-0002 or Indirect-7000 (for example: IT DEPT; PRESIDENT; STDNT SERV; GEN ED; CTE; TEACH ED; DEAN INSTR; BOARD; MAINTENANC; FISCAL; HR)*

---

*Turtle Mountain Community College is an equal opportunity employer*
TURTLE MOUNTAIN COMMUNITY COLLEGE
PO BOX 340
BELCOURT ND 58316-0340

Date: 10/25/11
Page: 1
MS9999-28034-446231

Progress billing associated with June 30, 2011
financial statement audit.  

CURRENT TOTAL

$ 20,000.00

Payment due upon receipt. Balances more than 30 days old will be assessed a service charge of 1.5% per month for an annual percentage rate of 18%.
IT Change Order:

This change order covers the reinstallation of the computer room from the IT area to the first floor and the additional installation of permanent tables in the server room. Both these jobs were additional to Pro Marks original contract.
Change Order

PROJECT (Name and address): Turtle Mountain Community College IT Center Remodeling
This Project is located on the Campus of the Turtle Mountain Community College.

TO CONTRACTOR (Name and address): Pro-Mark Services, Inc.
45 21st Avenue E, Suite C
West Fargo, North Dakota 58078

ARCHITECT'S PROJECT NUMBER: 1107
CONTRACT DATE: June 28, 2011
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
- Retro fit and reinstall casework in Lower Level
- Remodel cabinets and countertops and supply & install new back splash per final walk thru

The original Contract Sum was $320,000.00
The net change by previously authorized Change Orders $4,582.00
The Contract Sum prior to this Change Order was $324,582.00
The Contract Sum will be increased by this Change Order in the amount of $5,891.00
The new Contract Sum including this Change Order will be $330,473.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is same as original contract date.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.
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## COLLEGE ACCOUNT BALANCES

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### CD's

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<td>CD# 548797</td>
<td>$119,769.63</td>
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<tr>
<td>Total CD’s Bremer</td>
<td>$212,477.05</td>
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<tr>
<td>TOTAL CD’s</td>
<td>$1,065,490.93</td>
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</tr>
</tbody>
</table>

### INVESTMENTS - UBS as of October 31, 2011

<table>
<thead>
<tr>
<th>NAME OF ACCOUNT</th>
<th>INVESTMENT</th>
<th>CASH EQUIVALENT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endowment Account</td>
<td>$660,508.93</td>
<td>$406,124.76</td>
<td>$1,066,633.69</td>
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<tr>
<td>Endowment Interest Account</td>
<td>$157,584.43</td>
<td>$253,245.20</td>
<td>$410,829.63</td>
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<tr>
<td>Library Endowment Account</td>
<td>$71,629.02</td>
<td>$77,339.00</td>
<td>$149,018.02</td>
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<tr>
<td>Library Endowment Interest</td>
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<td>-</td>
<td>$48,843.79</td>
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<tr>
<td>Tuition Account</td>
<td>$180,536.03</td>
<td>$228,403.45</td>
<td>$408,944.48</td>
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<tr>
<td>College Investment Account</td>
<td>$178,841.82</td>
<td>$232,853.29</td>
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<tr>
<td>Maintenance Endowment</td>
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<td>$71,335.07</td>
<td>$118,371.13</td>
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<tr>
<td>Maintenance Endowment Interest</td>
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<td>-</td>
<td>$33,122.23</td>
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<tr>
<td>Johnson Scholarship Interest</td>
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<tr>
<td>Johnson Scholarship Endowment</td>
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<td>$409,658.38</td>
<td>$504,796.21</td>
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<td>$1,391,274.12</td>
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<td>$3,157,904.96</td>
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TOTAL COLLEGE ACCOUNTS | $11,326,084.60

Loan Balance | $2,428,784.22