



**MONTH-TO-MONTH AGREEMENT
11506-2010**

Between

_____ /
**A _____, As Tenant
and the
State Of Michigan, As Landlord**

THIS MONTH-TO-MONTH AGREEMENT ("Agreement") is entered into by and between _____, a _____, as ("Tenant"), whose address is _____, and the State of Michigan, by the Department of Technology, Management & Budget, whose address is 530 W. Allegan Street, Lansing, MI 48933, on behalf of the Department of Education ("Landlord"), and establishes the following terms, conditions, performance obligations, and covenants between the parties.

WITNESSETH:

The parties, for the considerations herein mentioned, agree as follows:

- DESCRIPTION OF THE PREMISES:** Landlord hereby rents to Tenant approximately ___ +/- acres of land and improvements thereto on the grounds of the property commonly known as Camp Tuhsmeheeta, 10500 Lincoln Lake Road, Township of Oakfield County of Kent, Michigan (the "Premises") as further described in Attachment A to this Agreement and personal property and equipment associated with a working recreation and education facility ("Equipment") as further described in Attachment B to this Agreement. The Premises are to be used by the Tenant exclusively for the purposes of operating a recreation camp for Michigan students with a special emphasis on serving the needs of visually impaired and/or hearing impaired students in compliance with Michigan Department of Education guidelines and with the Educational Parameters For Camp Tuhsmeheeta Programming as stated in Attachment E to this Agreement.
- TERM:** The term of this Agreement is month-to month beginning _____, 20__ and ending _____, 20__, subject to the cancellation provisions of this Agreement.
- RENT:** Tenant shall pay to Landlord rent at the rate of _____ Dollars and No Cents (\$_____.00) per month. Rent shall be due in advance by the first day of each month this Agreement is in effect. Rent shall be made payable to the "State of Michigan" and shall be mailed as follows, Attention: Director, Office of Financial Management, Michigan Department of Education, 4th Floor, John Hannah Building, 608 West Allegan Street, P.O. Box 30008, Lansing, Michigan 48909 or to such other address as Landlord may from time to time designate.

4. **SERVICES BY THE LANDLORD:**

- 4.1 All exterior and interior maintenance of the Premises and Landlord's equipment as well as all maintenance and repairs to mechanical, plumbing and electrical systems serving the Premises and equipment as needed to keep them in sound working order and in compliance with applicable legal codes. Tenant shall provide Landlord with manufacturer instructions, warranties and correspondence associated with said maintenance and repairs upon cancellation of this Agreement.
- 4.2 All gas, water, sewer, electric and steam utilities serving the Premises.
- 4.3 Replacement of light bulbs and tubes as needed.
- 4.4 Snow removal from driveways, steps, porches and walkways.
- 4.5 Grounds maintenance.
- 4.6 Interior pest control.

5. **SERVICES AND RESPONSIBILITIES OF THE TENANT:** Tenant shall furnish, or otherwise be responsible for, the following at its own expense:

- 5.1. Telecommunication services.
- 5.2. Janitorial services and supplies in accordance with the standards set forth in Attachment C to this Agreement: "Camp Tuhsmeheeta Minimum Janitorial Standards".
- 5.3. Removal of trash and refuse from the Premises at least weekly.
- 5.4. Security for the premises as well as for all of tenant's personnel, students and guests on the premises.
- 5.5 An annual written report to Landlord detailing all programs and groups sponsored by Tenant at the rented premises including specific program activities performed and numbers of individual participants completing each programmatic activity. The report shall also identify how these activities and programs support or otherwise advance official Department of Education objectives, particularly special education objectives, as stated in the "Michigan State Board of Education / Department of Education Strategic Plan 2005-2010", a copy of which Landlord shall provide to Tenant via e-mail and/or in Braille on request. The report shall be due no later than September 30th of each year during the term of this lease to Landlord at the address provided in Section 15 of this Agreement.
- 5.6 Compliance with the terms and conditions set forth in Attachment D to this Agreement: "Supplemental Rules Of Conduct For Camp Tuhsmeheeta".
- 5.7 Compliance with the terms and conditions set forth in Attachment E to this Agreement: "Educational Parameters For Camp Tuhsmeheeta Programming".
- 5.8 Securing any permit or license needed to conduct Tenant's operations and programs as allowed under this Agreement.

6. **ASSIGNMENT AND SUBLETTING:** Tenant shall neither assign nor sublet the Premises without the advance written consent of the Landlord, other than in the normal course of allowing Tenant's employees and guests to park motor vehicles at the Premises.
7. **ALTERATIONS:** No alterations, modifications, or improvements shall be made to the Premises without the written consent of the Landlord. At the expiration of the Agreement, all such alterations, modifications, and improvements to the Premises shall become the property of the Landlord, unless otherwise agreed in writing or the Tenant acquires fee title to the Premises.
8. **CODES AND PERMITS:** Tenant shall comply with all applicable codes and obtain any necessary permits in connection with its use of the Premises.
9. **DAMAGE:** Tenant shall be liable for any damage to the Premises or Landlord's equipment caused by sole action of the Tenant, Tenant's employees or Tenant's guests or by any casualty insured under the Tenant's insurance policy, less reasonable wear and tear or damage by the elements.
10. **ENVIRONMENTAL:** The Landlord and Tenant mutually agree that they shall not release on, in, or below the Premises any hazardous substance. The Tenant assumes responsibility to the extent provided by law, for a release or threatened release of a hazardous substance by the Tenant. The Landlord shall not indemnify or defend the Tenant if the release or threatened release is caused solely by the Tenant.
11. **INDEMNIFICATION AND LIABILITY INSURANCE:** Tenant hereby expressly agrees to hold harmless, defend, and indemnify the Landlord, its agents and employees, from and against any and all claims, costs, losses, suits, demands, actions, liabilities, damages, causes of actions or judgments which may in any manner be imposed on or incurred by the State, its agents and employees, for any bodily injury, loss of life, and/or damage to property, including the State's agents, employees, and property, resulting from or arising out of Tenant's use of the Premises or equipment.

The Tenant shall, at Tenant's expense, during the term of this Agreement, insure the premises with general liability insurance naming the State, its several departments, boards, agencies, commissions, officers, and employees, as an additional insured and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises. The Tenant agrees to maintain minimum policy limits in the amount of \$500,000 per occurrence for property damage and \$1,000,000 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Tenant shall provide to the State with a certificate of insurance, naming the State, its several departments, boards, agencies, commissions, officers, and employees as an additional insured party, within thirty (30) calendar days following execution and delivery of this Agreement to Tenant. This provision shall not apply to liability for damages arising out of bodily injury to any person or damage to property of others resulting from the sole negligence of the State, its several departments, boards, agencies, commissions, officers and employees. The policy insurance shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the State or the additional insured.

12. **NON-DISCRIMINATION:** Tenant shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq. the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any

employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Tenant agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract.

13. **CANCELLATION RIGHTS:** This Agreement may be cancelled by the Tenant or the Landlord upon thirty (30) days written notice to the other party delivered either in person or by certified mail, return receipt requested, to the other party's address as set forth under the "Notices" Section of this Agreement or to such other address as either party may designate, from time to time, in writing for the delivery of notices under this Agreement. The following contingency provisions may also apply:
- 13.1. If at any time the Tenant vacates the Premises prior to the expiration of the Agreement, the Tenant will be responsible for all rental payments, repairs above and beyond normal wear and tear, until and including the date of the Agreement cancellation.
 - 13.2. If this Agreement shall be canceled pursuant to the provisions of this Section, Tenant shall surrender possession of the Premises within thirty (30) days of the date of cancellation. Upon cancellation of this Agreement as provided in this Section, Tenant shall surrender possession of the Premises in the same condition as when delivered to the Tenant, reasonable wear and tear excepted.
 - 13.3. This Agreement may be cancelled by the Landlord provided the Tenant is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:
 - 13.3.1. The Tenant or any subcontractor, manufacturer or supplier of the Tenant appears in the register compiled by the Michigan Department of Consumer and Industry Services (or its successors) pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act).
 - 13.3.2. The Tenant or any subcontractor, manufacturer or supplier of the Tenant is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons with Disabilities Civil Rights Act).
 - 13.3.3. The Tenant's use of the Premises is in violation of local adopted ordinance, or recorded deed restrictions, or Landlord determines that Tenant is not using the Premises for the purposes allowed and provided in Section 1.
 - 13.3.4. The Tenant fails to repair or restore the Premises for damage specified in Section 9.
14. **QUIET ENJOYMENT:** Tenant, upon payment of the aforementioned rent and the performance of the conditions outlined herein may peacefully and quietly have, hold, and enjoy the Premises - providing Tenant's use of the Premises shall at no time interfere with the Operations of the Landlord in the same and adjacent facilities belonging to the Landlord.

Landlord may access the Premises as needed to perform its responsibilities under this Agreement and to make reasonable inspections of Landlord's property, both real and personal.

15. **NOTICES:** Any notice to Landlord or to Tenant required by this Lease shall be considered effective if submitted in writing and sent by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Landlord and Tenant shall be sent to the addresses listed below:

Tenant	Landlord
	Director Real Estate Division Michigan Department of Technology, Management & Budget 530 West Allegan Street Lansing MI 48933
telephone: E-mail:	With a copy to: Director Office of Financial Management Michigan Department of Education P.O. Box 30008 608 West Allegan Street Lansing MI 48909

Notices shall be considered effective as of 12:00 noon Eastern Standard Time on the third business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.

16. **MISCELLANEOUS PROVISIONS:**

- 16.1 **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- 16.2 **MUTUAL DRAFTING:** The Agreement shall be interpreted and construed as drafted mutually by all parties.
- 16.3 **ENTIRE AGREEMENT AND ENCLOSURES:** This Agreement, with all Attachments as listed herein, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing.
- 16.4 **SEVERABILITY:** Should any provision of this Agreement or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions of the Agreement.
- 16.5 **WAIVER:** Failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term of this Agreement.

- 16.6 **EFFECTIVE DATE:** The effective date of this Agreement shall be the date of the last signature executing this Agreement.
- 16.7 **BINDING EFFECT:** This Agreement shall be binding upon and to the benefit of the heirs, executors, administrators and assigns of the Landlord and Tenant.
- 16.8 **REQUIRED APPROVALS:** This Agreement shall not be binding or effective on either party until approved by the Landlord and the Tenant.

17. **LIST OF ATTACHMENTS**

- Attachment A – Map and description of the Camp Tuhsmeheeta premises which are subject to this Agreement. (Four pages.)
- Attachment B - Camp Tuhsmeheeta Property Inventory List. (Nine pages.)
- Attachment C - Camp Tuhsmeheeta Minimum Janitorial Standards. (One page.)
- Attachment D - Supplemental Rules Of Conduct For Camp Tuhsmeheeta. (Two pages.)
- Attachment E - Educational Parameters For Camp Tuhsmeheeta Programming. (Five pages.)

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IN WITNESS WHEREOF, the parties to this Agreement subscribe their names on the date set forth below.

Tenant: _____

Signature Date: _____

Print Name: _____

Title: _____

Landlord: **Department of Education**

Signature Date: _____

Print Name: _____

Title: _____

Landlord: Department of Technology, Management & Budget

Signature Date: _____

Deborah M. Roberts, Interim Director
Real Estate Division
Department of Technology, Management & Budget

ATTACHMENT A TO MONTH-TO-MONTH AGREEMENT #11506-2010 BY AND BETWEEN THE STATE OF MICHIGAN FOR THE DEPARTMENT OF EDUCATION AS LANDLORD AND _____ AS TENANT.

Description and Map of Camp Tuhsmeheeta

The Camp Tuhsmeheeta premises subject to Month-to-Month Agreement 11506-2010 include the facilities listed below which are sited on approximately 300 acres of land located at 10500 Lincoln Lake Road, Oakfield Township, Kent County, Michigan. Camp Tuhsmeheeta facilities are further identified and illustrated on the accompanying map

A. White Pine Lodge, which features:

1. A dining hall with a complete commercial kitchen for your use.
2. Dining seating capacity for 120.
3. Separate indoor male and female accessible restrooms (no showers at this location).
4. A large screen TV, VCR, fireplace, and small living room area.
5. An attached, screened 24' x 31' porch with two 8' picnic tables.

B. Red Pine Pavilion, which features:

1. An outdoor screened pavilion near the kitchen area.
2. A seating capacity of 120.

C. Jack Pine Pavilion, which features:

1. An outdoor, screened, 39' X 29' pavilion located at the rear of the property.
2. A bath house with accessible restrooms located adjacent to the pavilion.
3. Six 8' long picnic tables and a round table that seats five (5) people with chairs.
4. A workbench and sand play table.
5. An area for arts, crafts and music.

D. Tamarack Lodge, which features:

1. A nurse's station.
2. Air conditioned with sleeping quarters for six (6).
3. Indoor plumbing facilities.
4. A family-size kitchen with appliances.
5. Household washers and dryers

E. Birch Lodge, which features:

1. A dormitory type structure complete with indoor plumbing accessible restrooms and showers on upper and lower levels.

2. Sleeping capacity for 31 campers on the upper level and for 22 on the lower level.
3. A large 28' X 56' main floor with a walk-out lower level.
4. A small area for meetings on the lower level.
5. Household washers and dryers

F. Maple Lodge, which features:

1. A dormitory type structure with indoor plumbing, restrooms and showers on upper and lower levels.
2. Sleeping capacity for 31 campers on the upper level and 31 campers on the lower level.
3. A walk out lower level.
4. Household washers and dryers

G. Bath House, which features:

1. Separate facilities for males and females with three (3) shower heads, sinks and accessible restrooms on each side.
2. Close proximity to six (6) tent platforms with tents, having a total sleeping capacity of 8 – 15 campers at the rear of the property.

H. Roth Cabin, which features:

1. A small rustic log cabin located on the lakeshore for summer use.
2. No plumbing facilities, but does have electricity and telephone service available.

I. The Boat House, which houses the following waterfront equipment:

1. Canoes.
2. Rafts.
3. Assorted assistive swimming devices.

J. The Waterfront area, which features:

1. A large sandy beach.
2. A completely enclosed pool area within the lake.
3. A dock/deck surrounding the pool area.
4. A floating raft secured in the middle of the lake for experienced swimmers.

K. Elm Hall, which features:

1. A maintenance area, with a complete woodshop including electric power tools.
2. A separate work area with various hand and foot powered tools.
3. Indoor accessible restroom and shower facilities.

L. Additional features on the Camp Tuhsmeheeta Property include:

1. Marked hiking trails with map.
2. Designated camp fire area.
3. Outdoor stage/theater area.
4. Sensory garden area.
5. Archery area complete with equipment.
6. Playing field for group activities such as baseball; soccer; Kickball.
7. Heat in all enclosed areas except Roth Cabin and pavilions.
8. Low ropes course.
9. Beach toys.
10. Braille games.
11. Thermoform machine (Braille).
12. Cross country skiing trail and equipment.
13. Electrical and water hookups available for up to six (6) recreational vehicles.
14. Four (4) tent platforms with tents and electrical hook-up available which can accommodate a total of eight (8) campers near the White Pine Lodge (kitchen).

ATTACHMENT B TO MONTH-TO-MONTH AGREEMENT #11506-2010 BY AND BETWEEN THE STATE OF MICHIGAN FOR THE DEPARTMENT OF EDUCATION AS LANDLORD AND _____ AS TENANT.

Camp Tuhsmehta Property Inventory

Building: White Pine Lodge

Room: Kitchen

Quantity	Item(s)
6	Wire shelving units with various pots, pans and dishes.
1	Triple pot and pan sink.
1	Hand washing sink.
1	Hobart dish machine.
1	Garbage disposal
1	Cold bar.
1	4 well hot bar.
1	Work table.
1	Work table with drawer and bakers rack with various utensils.
1	Work table with shelves.
1	Microwave oven.
1	20 qt floor mixer.
1	Double oven cook range.
1	Double door convection oven.
1	Double basket deep fryer
1	Ice machine.
2	Single door freezers
1	Double door fridge.
1	Single door fridge.
1	Popcorn machine.
3	serving carts.
4	Trash cans.

Room: Dinning room

Quantity	Item(s)
6	Folding tables with benches.
2	Folding tables W/O benches
2	Stationary tables.
1	Salad bar.
1	Microwave oven.
2	Small tables
1	Small round table.

Room: Living room area

Quantity	Item(s)
2	Round tables with 9 chairs.
1	3 seat couch.
2	2 seat couches.
7	Cushion chairs.
1	U shaped book shelf with various books and games.
1	Piano with bench Various books,games and toys.

Room: Screened Porch

Quantity	Item(s)
2	Old folding tables with benches.
3	Rocking chairs
1	Fridge.
1	Climiterium.
1	Portable Basket ball hoop.
1	Small round table with 6 small chairs.

Room: Porch

Quantity	Item(s)
2	Lawn chairs
1	6" picnic table

Room: Entry way

Quantity	Item(s)
2	Benches.

Building: Roth Cabin

Room: Main Room

Quantity	Item(s)
2	upholstered chairs.
1	Wood bench.
1	Display case
1	Wood shelf unit with doors.
1	Desk

- 1 table.
- 1 Wood shelf unit.
- 1 TV stand.
- 1 Hard chair.

Building: Office

- | Quantity | Item(s) |
|----------|-------------------------------|
| 1 | Desk. |
| 2 | Tables. |
| 4 | Desk chairs. |
| 3 | Filing cabinets. |
| 2 | Plastic drawer storage units. |

Building: Red Pine Pavilion

- | Quantity | Item(s) |
|----------|---------------------------|
| 1 | Round table with 3 chairs |
| 1 | Rectangle table |
| 8 | Picnic tables. |
| 1 | Trash can. |

Building: Maple Lodge

Room: Main Floor

- | Quantity | Item(s) |
|----------|----------------------------|
| 9 | Bunk Beds with mattresses. |
| 1 | Single bed with mattress. |
| 1 | Roll away cot. |
| 10 | Dressers. |

Room: Lower Level

- | Quantity | Item(s) |
|----------|--|
| 5 | Bunk Beds with mattresses. |
| 5 | Dressers. |
| 2 | Round Tables with 12 chairs. |
| 1 | Rectangle table with 6 upholstered chairs. |
| 6 | Three-seat couches. |
| 1 | Coffee Table. |
| 1 | End Table. |
| 2 | Upholstered single chairs. |

Building: Birch Lodge

Room: Main Floor

Quantity	Item(s)
9	Bunk Beds with mattresses.
1	Single bed with mattress.
1	Role away bed.
10	Dressers
1	Locking metal cabined.

Room: Lower Level

Quantity	Item(s)
5	Bunk Beds with mattresses.
4	Dressers.
2	3 seat couches.
2	2 seat couches.
1	upholstered chair.
1	coffee table
2	End tables.
1	Washer and dryer set.
1	Wood cabinet with door.
1	Folding table.

Room: Radio Room

Quantity	Item(s)
4	Tables
1	5 drawer filing cabinet.
1	Wood shelf unit.
1	Metal cabinet with doors.
2	Wood cabinets with doors
	Various ham radios and electronics equipment.

Building: Tamarack Lodge

Room: Main Floor

Quantity	Item(s)
1	Two-seat couch.
1	Platform rocker.
1	Coffee table.
2	End table.

- 1 TV on a cart.
- 3 Side chairs.
- 1 Dinning room table with leaves. and 2 wood chairs.
- 1 Wood hutch.
- 1 Refrigerator.
- 1 Dishwasher.
- 1 Kitchen range.
- 1 Microwave oven
- 1 Table desk.
- Various pots, pans and dishes.
- 1 Bunk bed with mattresses.
- 1 Trundle day bed with mattresses.
- 1 Single bed with mattress/
- 1 Two-drawer night stand.
- 1 Metal cabinet with a drawer and door.
- 1 Dinning room side board.
- 4 Dressers.
- 1 Open shelf unit.
- 1 Shelf with lockable doors.
- 1 Upholstered chair.
- 1 Small lockable medicinal refrigerator.
- 1 Table lamp.
- 1 Small wood desk.
- 1 Metal drawer and door cabinet.
- 1 Metal table.

Room: Lower Level

Quantity	Item(s)
1	Washer and dryer.
1	Round table.
4	Metal shelving units with doors
1	Double wood open shelf unit.
2	Wood cabinets with doors
2	Double metal shelving units.
3	Metal cabinets with sliding doors and shelves.
	Various tents and poles for the tent platforms.
	Stacking chairs.
	Mattresses for the tents.
1	Rectangle table.
2	Wood benches.
	Various camping equipment.
1	Large shelf unit to store tents on.
9	Laundry baskets.
	Various linens, towels, sleeping bags
24	Mattresses for tents.

Building: Jack Pine Pavilion

Quantity	Item(s)
1	Folding table with benches.
4	Picnic tables
1	Sand table
1	Work bench.
2	Metal shelf units.
1	Kiln.
2	Potters wheels.
2	Wood cabinets with drawers and doors.
	Various arts and crafts supplies and equipment.
	Equipment for Archery Range in Storage.

Building: Shower Building

Quantity	Item(s)
1	Small wood shelf unit.
1	Trash can.

Building: Boat House

Quantity	Item(s)
1	Metal shelf unit with doors.
3	Benches
1	Large canopy
1	Picnic Table
7	Canoes
4	Four-seat paddle boats
4	One-person kayaks.
3	Row boats
	Various Life jackets, canoe, kayak and row boat paddles.
1	Storage box for various Life Guard equipment.
1	Buddy board
1	Cubby bin shelf unit.
4	Foam floats 4' X 4'.

Building: Elm Hall

Room: Office

Quantity	Item(s)
1	Five-drawer file cabinet.
1	Wood desk.

- 1 Metal credenza.
- 1 Fax machine
- 1 Table
- 1 Wood shelf unit with sliding doors.

Building: Main Shop

Quantity	Item(s)
1	Round table with 7 chairs.
4	Work benches.
2	Belt disk sanders
1	Spindle sander.
2	Drill presses.
1	Table saw
1	Radial arm saw.
1	Chop/miter saw with stand.
1	Peddle belt disk sander
2	Scroll saws.
1	Peddle scroll saw.
4	Hand miter saws.
2	Wood lathes.
1	Wood shaper with cutters.
1	Dowel forming machine
1	Jointer
1	Planer
1	Band saw
4	Work benches with vices.
1	Large work bench with storage under it.
1	Sheet metal brake.
1	Cart with various sheet metal forming tools.
1	Spot/arc welder
2	Metal laths
1	Grinder on a stand.
1	Rolling tool chest with various tools.
1	Wood cabinet with sliding doors
4	Wood shelving units with doors.
1	Metal storage shelving unit with doors.
1	Safety glasses cabinet.
1	Storage unit with sliding doors and shelf.
6	Metal multi drawer units with various fasteners in the drawers.
2	Open metal shelf units.
1	Wood top table with metal legs.
1	Wood top bench with 2 doors.
11	Dressers for tents.

Room: Paint Room

Quantity	Item(s)
2	Wood cabinets with doors.
1	Metal cabinet with doors/
1	Sink cabinet with fume hood.

Building: Garage

Quantity	Item(s)
7	Open metal shelf units.
3	Metal shelf units with doors.
1	Wood shelf unit with sliding doors
1	Three-shelf long work bench.
2	Wood shelf units
2	Metal shelf units.
2	Multi-drawer cabinets with small engine parts in them.
1	Three-compartment bin with various yard tools.
1	Small wood cate with rope in it.
1	Generator.
1	Three-point 5' brush hog.
1	Wood bench with drawers and a door.
1	Refrigerator.
1	4' X 8' utility trailer.
1	Weed wacker mower
1	Snow blower.
1	Floor scrubber.
2	Shop vacuums with attachments.
1	Double mop bucket.
1	Pressure washer
1	2" trash pump with hoses.
13	Bed frames for tents

Storage area

Quantity	Item(s)
1	Hay wagon.
2	Canoe trailers.
	Various piles of old lumber.
2	Store display cabinet with drawers and sliding doors.

Elsewhere on the Camp Tuhsmeheeta grounds

Quantity	Item(s)
8	Picnic tables in various places
20	Tent platforms, various sizes.
1	Mobile storage building (for flammable materials).
3	Septic toilets.
1	Wood lawn swing
3	Green park benches
7	Wood flat benches

ATTACHMENT C TO MONTH-TO-MONTH AGREEMENT #11506-2010 BY AND BETWEEN THE STATE OF MICHIGAN FOR THE DEPARTMENT OF EDUCATION AS LANDLORD AND _____ AS TENANT.

Camp Tuhsmeheeta Minimum Janitorial Standards

<u>Type of Space:</u>	<u>Task:</u>	<u>Frequency: (*)</u>
Lavatories and showers	General cleaning, disinfecting and waste removal	Twice per week
Dining areas, kitchens, food preparation and serving areas	General cleaning, disinfecting and waste removal	Daily or more frequently as needed when in use
Main living areas in bunkhouses, dorms, lodges, residences.	vacuuming, trash removal, surface cleaning & disinfecting	Twice per week Twice per week Bi-weekly
Office space	vacuuming, trash removal, surface cleaning & disinfecting	Twice per week Twice per week Bi-weekly
Pavilions		
Garage, boat house and docks		
Workshop(s)		
Other areas: _____		
Special duties:		
Restroom paper Products (toilet paper, hand towels) and soap	Restock	As needed
Window cleaning	Exterior Interior	Once per year Once per year
Carpet cleaning (Shampooing)	High use areas	As needed; up to six times per year

* These are minimum standards only. They are to be met or even exceeded by Tenant as needed to maintain a consistently clean, professional-looking and healthy work environment.

ATTACHMENT D TO MONTH-TO-MONTH AGREEMENT #11506-2010 BY AND BETWEEN THE STATE OF MICHIGAN FOR THE DEPARTMENT OF EDUCATION AS LANDLORD AND _____ AS TENANT.

Supplemental Rules Of Conduct For Camp Tuhsmeheeta

1. The following activities are prohibited on the Rented Premises at Camp Tuhsmeheeta grounds except as otherwise provided herein or elsewhere in Agreement 11506-2010:

A. Use of loud speakers and sound amplification unless approved by the Department's Camp Tuhsmeheeta facility manager.

B. Animals are not permitted in State buildings except as may be needed to conduct state business. However, guide dogs may be used when necessary to assist handicapped persons in State buildings. The owner or person having an animal under his or her control shall be responsible for that animal.

C. Motor vehicles are not permitted on State grounds without prior approval of the department, except in areas designated by sign for motor vehicle use.

D. Hunting and trapping game are prohibited on camp property. Guests of Tenant may fish natural bodies of water on or abutting the Rented Premises with the appropriate permits and as otherwise regulated by the Michigan Department of Natural Resources.

E. No monuments, signs, or similar displays shall be erected on the Rented premises without the prior approval of Landlord. Approved displays shall not be more than 6 feet in height, 4 feet in width, or 10 feet in length and shall be on display for not longer than 14 calendar days. Approved signs will contain a disclaimer indicating that the display or sign is not owned or maintained by the State of Michigan and that others wishing to erect displays must obtain written approval to do so from the Department of Education.

F.. Soliciting funds is not permitted in camp buildings or camp grounds except that Tenant may raise funds for a bonafide domestic non-profit charitable organization if advance written authorization is obtained from the Landlord.

G. A person or organization is not permitted in camp buildings or on camp grounds for the purpose of demonstrating, picketing organizing activities, soliciting membership, or distributing literature, except that such persons or organizations may conduct such activity if written authorization is obtained from the Landlord and if the activities do not interfere with public safety or unreasonably interfere with the operation of use of the camp building or camp grounds.

2. Use of name and images of Camp Tuhsmeheeta

A. Tenant is authorized to use the names "Camp Tuhsmeheeta," "Camp T," or any derivative thereof, or images associated with Camp Tuhsmeheeta, as appropriate merely to identify the geographic/physical location of Tenant's programs and activities sited at the Rented Premises. For example, Tenant may indicate in its promotional materials that a given program will be held or operated at the site of Camp Tuhsmeheeta.

B. Tenant shall provide Landlord with a printed courtesy copy of all such materials, including a printed copy of those which otherwise only exist in electronic form.

C. Tenant shall use the following disclaimer on all advertising and brochures promoting Tenant's activities at Camp Tuhsmeheeta:

As a service to its users, the Michigan Department of Education offers the use of Camp Tuhsmeheeta to _____. This does not constitute endorsement or support of services offered by _____ or any other organization, group or individual providing services or programs at Camp Tuhsmeheeta.

Furthermore, neither the Michigan Department of Education nor any of their employees or contractors assumes any legal liability or responsibility for programs and services offered at Camp Tuhsmeheeta by any group, organization or individual.

3. Notice Of Non-Affiliation With The State of Michigan or any of its various departments and agencies.

A. Tenant must ensure that all of its advertising, news releases, promotions, signs or other publications referencing Tenant's activities at the Rented Premises in any media plainly indicates that Landlord is not affiliated with or officially endorsed by the State of Michigan nor any of its various departments and agencies, except as may be specifically and expressly authorized in advance by authorized officers of Landlord in writing.

4. Landlord's Power tools and shop equipment remaining on the property, including saws, sanders drills, and other equipment listed in Attachment B to Month-to- Month Agreement 11506 "Camp Tuhsmeheeta Property Inventory List" may only be used by Tenant or Tenant's guests under close supervision of an experienced and licensed carpentry or machine shop instructor as provided by Tenant. Tenant shall be responsible for ensuring that all of Landlord's shop equipment and tools are only used and maintained properly by qualified persons. Further, Landlord's shop equipment and tools are not to be removed from Camp Tuhsmeheeta except as Landlord may specifically authorize in writing. However, Tenant is specifically not authorized to use Landlord's John Deere Gator equipment which is stored on the Premises.

ATTACHMENT E TO MONTH-TO-MONTH AGREEMENT #11506-2010 BY AND BETWEEN THE STATE OF MICHIGAN FOR THE DEPARTMENT OF EDUCATION AS LANDLORD AND _____ AS TENANT.

Educational Parameters For Camp Tuhsmeheeta Programming

I. EDUCATIONAL PURPOSE

Landlord and Tenant agree that it is the purpose of this Agreement for Tenant to operate Camp Tuhsmeheeta so as to provide high-quality recreation, personal growth and educational opportunities for all K-12 school-age Michigan students whom apply and are accepted on a equitable and fair basis. Landlord and Tenant further agree, however, that Tenant shall operate Camp Tuhsmeheeta with an emphasis on serving a primary target population of blind and other significantly visually-impaired K-12 Michigan students and a secondary target population of deaf and other significantly hearing-impaired Michigan students as set forth in the education parameters below. **Thirdly, Tenant must be able to serve the general K-12 student population as well.** Landlord and Tenant agree these educational parameters are wholly consistent with the purpose of this Agreement as stated in Section 1 of this Agreement.

II. PROGRAM REQUIREMENTS

The Tenant shall plan and offer thirty-five (35) to forty (40) educational programs per year which are structured to serve different age groups and which follow official Michigan State Board of Education approved curriculum standards (Grade Level Content Expectations/High School Content Expectations). Educational programming must reflect current research-based best practices in the U.S.A. Materials and technology used in the Tenant's educational programs must be up to date and consistent with those best practices.

A. Program Requirements for Students with a Visual Impairment:

The Academic Core Curriculum for Children who are Blind or Visually Impaired is the same as for any other student in Michigan's public school districts. However, due to the unique needs and learning styles of students with a visual impairment there is an additional set of components called Expanded Core Curriculum (ECC) which are listed below. The ECC can also be found at the following web site: www.tsbvi.org

1. Compensatory or functional academic skills, including communication Modes.
2. Orientation and mobility.
3. Social interaction skills.
4. Independent living skills.
5. Recreation and leisure skills.
6. Career education.

7. Use of assistive technology.
8. Visual efficiency skills.
9. Braille skills.

The traditional camp setting is designed to provide a fun outlet for students and give them opportunities which they may not otherwise have in their regular school setting or home environment. Teaching the Expanded Core Curriculum or portions of it at camp is a great opportunity. Children with visual impairments often do not have time to learn some of the components of the Expanded Core Curriculum (ECC) due to their rigorous academic requirements. In addition, in order for visually impaired students to access materials, the materials need to be adapted or the student needs to learn additional skills. The camp environment with proper instruction can be an ideal place to provide the instruction to enhance the education of a child with a visual impairment.

Current certified teachers of students with a visual impairment are an integral part of teaching the above skills. It will be a requirement that persons or groups submitting a proposal must have a certified teacher, during the camp session, with the above skills on the planning team as a consultant during program implementation. Guidance and/or instruction by a teacher of the visually impaired and a Certified Orientation and Mobility Specialist are keys to proper programming. The benefits from the knowledge and skills of the teachers and team members from various fields will be a benefit for students with a visual impairment.

Recruitment of students who are blind or visually impaired to attend camp programs must **strive to** include geographic, socio-economic, racial/ethnic diversity, which provides the best experience possible for students.

B. Program Requirements for Students with a Hearing Impairment (Part 1):

Most students who are Deaf and/or Hard of Hearing (DHH) also follow the general curriculum. Additional special services are needed to support their listening, speaking and/or sign language development. Based on the significance of the hearing loss, communication onset, and family communication skills, some DHH students may be behind their hearing peers in English language arts development, which impacts their access to the general curriculum. Lack of a well developed communication system, whether American Sign Language or English, can also cause lack of opportunities for effective social language. Additionally, students who are DHH may attend classes with peers who can hear. It is a goal for all students to be comfortable interacting with students (and adults) who can hear, but students who are DHH, need opportunities to interact with DHH peers in comfortable situations to develop and practice academic and social language and leadership skills.

Students who might benefit from camp experiences to support their ability to access the general curriculum may include:

1. Students who use American Sign Language.
2. Students who use Audition and Speech.
3. Students who are mainstreamed fully and seldom meet other Deaf and/or

- Hard of Hearing (DHH) students.
- 4. Students with Cochlear Implants.
- 5. Students who are Deaf/Blind.
- 6. Combinations of the above.

Recruitment of students who are DHH to attend camp programs must **strive to** include geographic, socio-economic, racial/ethnic diversity, which provides the best experience possible for students.

C. Program Requirements for Students with a Hearing Impairment (Part 2):

Students who are DHH could use Camp Tuhsmebeta facilities and programming for development of the following:

1. Self-confidence as a Deaf and/or Hard of Hearing person.
2. Team building and collaboration skills.
3. Leadership skills.
4. Transition skills.
 - a. Accessing community services.
 - b. Career choices.
 - c. How to get and keep a job.
 - d. Financial strategies for living independently.
5. Language knowledge, practice opportunities, and assessment.
 - a. Auditory-Oral English.
 - b. American Sign Language.
 - c. Auditory-Verbal English.
6. American Sign Language.
7. Cochlear Implant use and supporting technology.
8. Speech development.
9. Information about amplification and technology.
10. Expanding English literacy skills with authors.
 - a. Reading strategies (Tier 2 Response to Intervention).
 - b. Writing.
11. Expanding math and science through nature
12. Drama camps.
13. Use of Communication Technology.
14. Rights and Advocacy for communication access.
15. Family camping experiences for the Deaf and Hard of Hearing could provide opportunities to assist families in supporting the critical language development needs of the families by providing sibling workshops; parent ASL weekends; literacy weekends; opportunities for interaction with adults who are Deaf/Hard of Hearing; acceptance of a child with a hearing loss; how to foster independence and help your child learn independent living skills; discipline and inclusiveness in the family.

D. Camp Tuhsmebeta staffing for students who are DHH and/or Blind must include substantive on-site attendance by or close consultation with:

1. Professionals who are knowledgeable regarding DHH students.
2. Speech and Language therapists.
3. American Sign Language specialists.
4. Teachers of the Deaf and/or Hard of Hearing.
5. Teacher Consultants (deaf, blind, autistic).
6. Other therapists (Occupational Therapist, Physical Therapist, Certified Orientation and Mobility Specialist).
7. Early Childhood specialists.
8. Transition specialists.
9. Interpreters.
10. Adults who are Deaf or Hard of Hearing, who have different communication methods and educational backgrounds and are Deaf leaders.

Persons providing/managing the camp experience must reflect diversity in the factors considered when recruiting students. Recruiting staff members who share deafness or a hearing loss can provide expertise as well as role modeling for students and their families.

E. Program Requirements for General Education Students:

1. Programs for non-disabled students must provide opportunities to:
 - a. Enhance the general curriculum.
 - b. Develop literacy and math through a camp experience.
 - c. Use the camping environment as a tool to building life skills; interpersonal skills; transition skills through collaboration, teamwork, leadership.
 - d. Provide support to at-risk students.

III. PROGRAM EVALUATION

A. The Tenant must provide a completed program self-assessment form for each program offered. The self-assessment form shall list the goals and objectives of each program and shall indicate how the goals were met. The self-assessment form shall be completed by the program instructor and shall be signed by the instructor and the Camp Superintendent or Manager. Copies of the completed and signed forms shall be submitted to the Michigan Department of Education within thirty (30) days of that program's scheduled completion. The program assessment form must be approved for use in writing by the Michigan Department of Education prior to the commencement of Tenant's programs at Camp Tuhsmeheeta. Failure to obtain that approval in a timely manner may constitute tenant's material breach of this Agreement.

B. The Tenant must provide separate satisfaction survey forms for students and for staff after each Semester or camping session. Persons completing and submitting these forms shall have the option of doing so anonymously. Participation by staff and students in completing the survey forms shall be encouraged by the Tenant but shall not be mandatory. Copies of the completed and signed forms shall be submitted to the

Michigan Department of Education within thirty (30) days of a semester's or camping session's scheduled completion. Sample survey forms for students and staff must be approved for use in writing by the Michigan Department of Education prior to the commencement of Tenant's programs at Camp Tuhsmeheeta. Failure to obtain those approvals in a timely manner may constitute tenant's material breach of this Agreement.

C. It is not required by Landlord that Tenant's students be graded or evaluated for their participation in Tenant's Camp Tuhsmeheeta programs, except as may be necessary to maintain any certifications, licenses, service contracts or other credentials and obligations Tenant offers as qualifications to enter into this Agreement. However, to the extent that Camp Tuhsmeheeta students are graded or evaluated by Tenant, Tenant shall supply those grades, in confidence, to the Michigan Department of Education within thirty (30) days of a semester's or camping session's scheduled completion for use in evaluating the effectiveness of Tenant's Camp Tuhsmeheeta programs.

IV. PROGRAM FINANCE AND SCHOLARSHIPS

A. The Tenant may charge students fees and tuition as is reasonable and customary to fund its Camp Tuhsmeheeta programs and earn a profit. However, the Tenant is also strongly encouraged to proactively help its prospective and enrolled students in finding, applying for and earning scholarships and/or grants from the State of Michigan and/or from reputable and responsible third parties to offset some or all of those fees and tuition charges.

1. There is a limited number of "need based" scholarships for eligible students available from various MDE trusts. Such trusts are limited to the blind and visually impaired students. The Department has no "need based" scholarship programs for the Deaf or Hard of Hearing or for general education students.

B. The Tenant shall provide the Michigan Department of Education with an independent and professional audited annual financial report of expenses and income for each camping session or semester. The audited financial report shall be due no later than sixty (60) days after the scheduled end of each camping session or semester.