

Lavallee, Deanne

From: John D'Anieri <jsdanieri@harpwellcoastalacademy.org>
Sent: Wednesday, June 24, 2015 4:53 PM
To: Post, Gina; Laurie Pendleton; Kautz, Bob; Lavallee, Deanne
Cc: Sarah Mackenzie; Carrie Branson
Subject: Fwd: Approval Request for Charter Commission
Attachments: Matt Hamilton Resume.pdf; HCA June 2015 Org Chart.pdf; TBWDraft Lease HCA 2.docx; Charter Commission Notice of Changes June 2015.pdf

Hi Gina,

Here's the official written notice of the additional location and Matt's hiring, along with his resume, a revised organizational chart, and copy of draft lease for the Brunswick Landing facility.

Thanks!

John D'Anieri
Head of School, Harpswell Coastal Academy
9 Ash Point Rd., Harpswell, Maine 04079
[207.833.3229](tel:207.833.3229)



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John D'Anieri, Head of School
Carrie Branson, Asst. Head of School
and Operations Director

June 23, 2015

Robert Kautz, Executive Director
Maine Charter School Commission
182 State House Station, Augusta, Maine, 04333-0182

Dear Mr. Kautz,

Please accept this letter as official notification of Harpswell Coastal Academy's intent to house our Division 2/3 (grades 9-12) in space leased from Seeds Of Independence, 20 Burbank St, Brunswick Maine, 04011. A copy of our lease agreement is being forwarded along with this letter.

Also, please accept this letter as official notification of the addition of Matt Hamilton as Asst. Head of School for Division 2/3 and Finance Director. Mr. Hamilton's resume is being forwarded along with this letter, as is a revised organizational chart.

HCA has already begun taking steps to ensure that Board members are familiar with the details of the charter contract. At our most recent meeting, all board members agreed to read the contract prior to our annual retreat in August. One goal of that retreat is to build a contract compliance/oversight function into our committee structure.

We've sent separate notice of the recent election of Sally Mackenzie as Board Chair. Please direct future correspondence to her at:

16 McKeen Street
Brunswick, Me 04011
Phone: 207-581-2734
Cell phone: 798-9619
Email: sarah.mackenzie@umit.maine.edu

Please notify Ms. Mackenzie and me of any additional documentation needed, and thank you for your continued hard work on behalf of Maine's public charter schools.

Sincerely,

John D'Anieri, Head of School

MATTHEW A. HAMILTON
11 Timber Lane
Brunswick, ME 04011
(207) 232-9401
matthamilton1974@hotmail.com

EDUCATION

Saint Joseph's College, Standish, ME

Masters of Science in Education-School Leadership, In Process

University of Southern Maine, Gorham, ME

Masters of Science in Counseling, December 2002, Deans List Distinction

Concentration: School Counseling

Independent Study in Adventure Based Counseling / Education

University of Southern Maine, Portland, ME

Bachelor of Science in Business Administration, May 1996, Deans List Distinction

EDUCATIONAL EXPERIENCE

School Counselor

Bath Middle School

Bath, ME

September 2003 to present

- Substitute building administrator when principals are off-site
- Provide daily leadership for functioning of the school, supporting administrators, secretaries and teachers, including challenging student behaviors
- Supervise school counselor interns
- Progress Team member, analyzing NWEA, NECAP and other data to create school goals
- Participate in transitional and annual IEP and 504 meetings
- Lead transition into 6th grade from 4 sending school
- Facilitate transition to high school working with counselors and freshman teams
- Develop and teach 6th grade guidance curriculum
- Perform academic, career, personal, crisis and behavioral counseling to individuals and groups
- Building administrator for SBAC, NECAP, MEA, NAEP & MIYHS
- Liaison to outside social service agencies
- Consult with administrators, teachers, community members and parents
- Student Assistance Team member for 11 years
- Student Council Advisor for 4 years, school dance administrator
- Groups & Committees: Active Pedagogy Group, District Calendar, District Bullying Prevention, District Drop Out Prevention, Wellness Curriculum

Educational Assistant II

Burns Elementary School

Saco, ME

Spring 2003

- Individual and small group instruction
- Create and implement individualized learning & behavioral strategies
- Provide positive role modeling and risk taking for academic and personal growth

Counselor Internship

Bonny Eagle High School (Standish) and Memorial Middle School (South Portland)

Fall 2002

- Responsible for full case load at Bonny Eagle High School until full-time counselor was hired
- Co-lead PSAT planning and programming at Bonny Eagle High School
- Coordinated 8th grade MEA testing at Memorial Middle School
- Presented classroom guidance units to grades 6-12

OTHER EXPERIENCE

Owner & President

Beacon Street Apartments, LLC & Cumberland Village, LLC

Brunswick, ME

- Landlord since age 23
- Multi-unit and single family real estate investment
- Purchase analysis: return on investment, profit/loss, market conditions
- Renovation and construction project management
- \$2.5 million in purchases and sales
- Lease terms negotiation, tenant screening and selection
- Continued education in state and federal landlord-tenant law

Team Leader, Business Applications Analyst

I-many, Inc. - Support Services

Portland, ME

June 1999 to October 2002

- Hired, trained, supervised and evaluated Support Team members
- Lead and facilitated team growth & dynamics
- Supported internal and external clients by helping solve complex business issues & trouble shoot software application processes
- Drove customers to prioritize issues

Assistant Sourcing & Purchasing Agent

LL Bean Manufacturing

Brunswick, ME

February 1997 through February 1999

- Established, grew and maintained positive supplier relationships
- Worked with multidisciplinary work groups and offered expertise on raw
 - materials and sourcing for new products as well as existing ones
- Provided leadership in decision making regarding raw materials and vendors to support internal customers
- Negotiated with suppliers for product pricing and other terms of sale
- Consolidated vendors to save money on products and shipping

Guide, Trip Leader, River Manager

Magic Falls Rafting Company

West Forks, ME

Summers 1994 to present (license not active)

- Organize and coordinate daily raft trips; guides, guests and support staff
- Present daily safety lecture and slide & video presentation to guests
- Ensure a safe, memorable and personable raft trip for each guest
- A founder of the Magic Falls rock climbing adventure

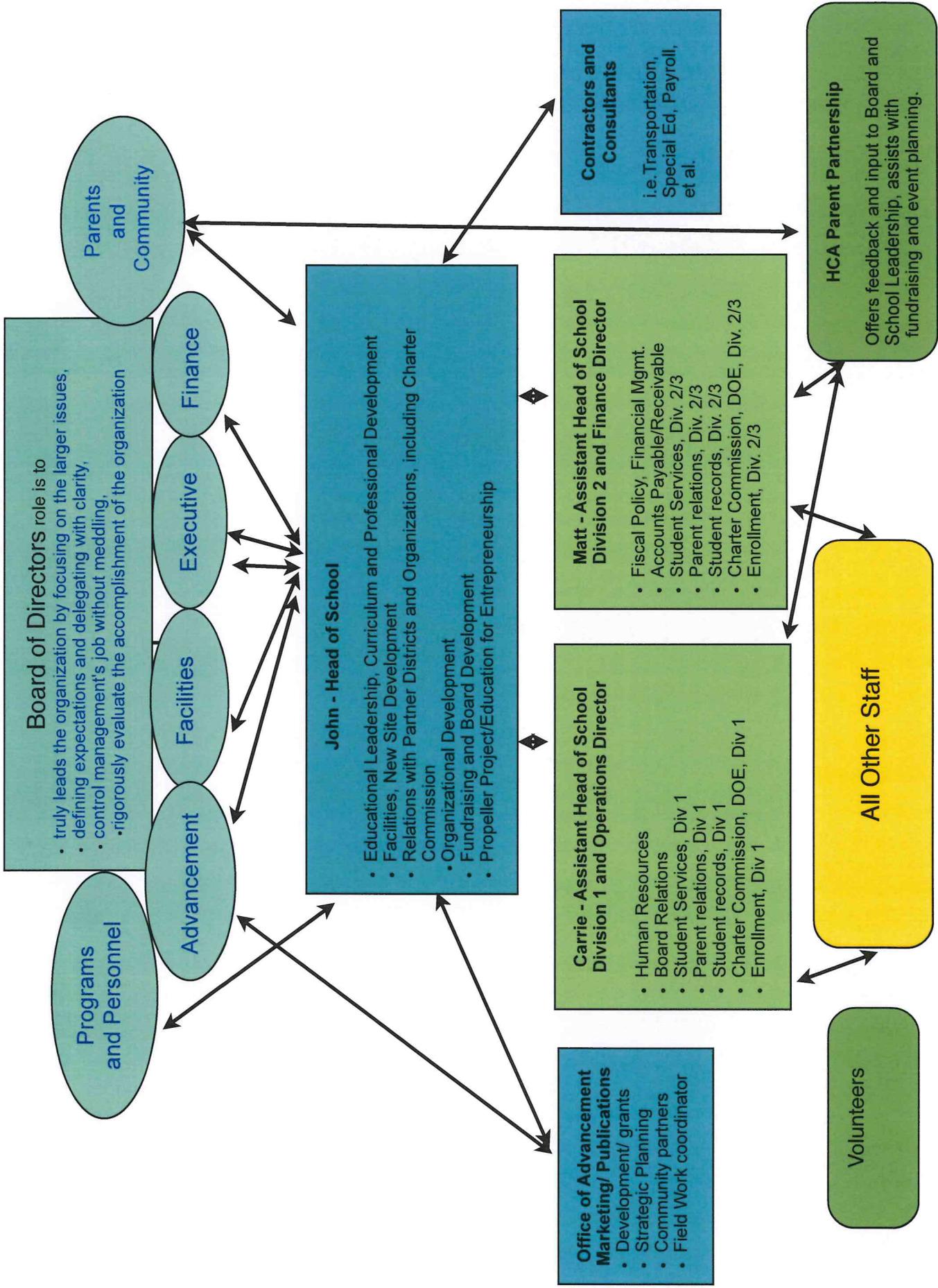
Resident Assistant

Department of Resident Student Services, USM

Gorham, ME

School years 1993 through 1995

- Supervised coed floor of 50 undergraduates
- Acted as main contact and liaison for students in university matters
- Policy interpretation and enforcement
- Developed and facilitated educational and social programming to promote community development



29 May 2015

Revised Draft Lease Memo

For the Harpswell Coastal Academy

29 Burbank Avenue, Brunswick, ME 04011

To: John D'Anieri, Joel Russ

From: Tom Wright

Via: e-mail

John and Joel:

Attached to this memo is the lease that I revised per Joel's request on the "refundable deposit".

I will be away all next week but maybe upon my return, and after Jason has visited your campus and maybe some of your teachers have been by Seeds, we can finalize the lease with some attachment clarifications on our expectations for cleaning, maintenance, supplies or anything else you can think of that will best help all of our students take responsibility for their new community!

Best regards,

Tom

Parties: TBW,LLC, a Maine Limited Liability Company, PO Box 216, South Freeport, Maine 04078 (Landlord) and The Harpswell Coastal Academy (Tenant).

Premises: Approximately 7,000 square feet of office, classroom, kitchen, toilets and common area space, located at 29 Burbank Avenue, Brunswick, Maine 04011 and 12 parking spaces located west of the building adjacent to the old car wash building.

Terms: The term of the lease shall be for a period of 1 year commencing on August 1, 2015 and ending on July 31, 2016. Renewal terms will be negotiated depending on space needs of tenant and landlord, at least 60 days prior to lease end.

Holdover: If the Tenant or Landlord does not provide intention to renew, Tenant may remain on a month to month rental basis with a 5% increase in monthly rent, to an agreed upon vacancy date.

Rent: The Tenant shall pay to Landlord rent in the amount of \$48,000 per year, to be paid in monthly installments in advance as follows: \$4,000 on the commencement date, and a like amount on the first day of each succeeding month.

Security Deposit: A refundable security deposit of \$2,500 will be due at the commencement of the lease.

Utilities: All costs for utilities will be paid by the Landlord. These include, electric, water/sewer, gas, security and Fire Alarm Monitoring and snow removal. Basic Internet is provided throughout the building. If Internet service needs to be increased, increased costs will be paid by tenant.

Separate phone lines will be paid by Tenant.

Cleaning, supplies and general maintenance: Landlord, Seeds of Independence and Harpswell Coastal Academy have agreed that the cleaning and general maintenance required to keep the space in a neat, clean and professional manner will be performed by both tenants with respect to each others daily needs. At the end of each daily session the spaces will be vacuumed and surfaces wiped off in preparation for the next group. Paper products will be refilled in the bathrooms and the kitchen will be cleaned. Paper products will be purchased in bulk and the costs shared as per checklists. As much as feasibly possible, given school day constraints, raking, mowing and shoveling will be shared by tenants (students). The intention of both tenants is to provide a sense of ownership and community commitment by the students.

Real Estate and personal equipment taxes: Landlord will be responsible for Real Estate and Personal Property taxes (of landlord owned items) as assessed by the Town of Brunswick. Landlord will also be responsible for CAM charges as billed to Tenant by Maine Regional Redevelopment Authority.

Inspections and Testing: Annual and Quarterly Inspections, testing and HVAC filter changes will be paid for and scheduled in a timely manner by Landlord. These include, smoke detectors, emergency lights, Fire Alarm system, Sprinkler system, Boilers, Fire Extinguishers and Back flow preventer.

Additions and Alterations: Tenant shall; not make any alterations or additions, or permit anyone except the tenant to use any part of the leased premises for any commercial enterprises without on each occasion obtaining prior written consent of the Landlord. Tenant shall not suffer or permit any lien of any nature or description to be placed against the leased premises or any part thereof, and in the case of any such lien attaching by reason of the conduct of the tenant to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach or to be placed on the Landlord's title or interest in the leased premises, or any portion thereof.

Assignment-Subleasing: Tenant shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the demised premises or any part thereof to be used by others without the Landlord's prior express written consent.

Subordination and Quiet Enjoyment: This lease shall be subject and subordinate to any and all mortgages, deeds, of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and the tenant shall, when requested, properly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided Tenant performs all of its obligations under the Lease, Tenant shall be entitled to the quiet enjoyment of the leased premises.

Landlord Access: Landlord or agents of Landlord may, when practical, during the term of this Lease, enter the leased premises by giving tenant 24 hours advanced notice of its intentions to enter into the demised premises and, if the landlord shall so elect, at tenant's expense to make any repairs to the damage of the space caused or permitted by Tenant, and, at Tenants expense, to remove any alterations not consented to in writing. Landlord shall also be permitted to show the leased premises to perspective purchasers and mortgagees; and to show the leased premises to perspective tenants during the three months preceding the expiration of this lease. Landlord also reserves the right at any time before the expiration of this lease to affix any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are apart and to keep the same so affixed without hindrance or molestation.

Tenant's Liability Insurance: Subject to the limitations of the Maine Tort Claims Act, Tenant hereby agrees to indemnify and hold Landlord harmless with respect to any activity on or within the leased premises. Tenant shall insure Tenant and Landlord, as their interests appear, with general public liability coverage on the **leased premises**, in an amount not to exceed the limits of the Maine Tort Claims Act, Title 14 M.R.S.A. 8101 et seq., and insure Landlord and Tenant, as their interests appear, against the loss of the contents and improvements of the **leased premises** under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the Landlord shall reasonably require and approve, with waiver of subrogate if such waiver can be obtained without charge. Tenant shall deposit with Landlord certificates of such insurance at or prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty days prior written notice to each insured named therein.

School Liability Insurance: In such instance that specific school liability and special use insurance is required, Seeds of Independence and Harpswell Coastal Academy will provide, either jointly or in part, proof of adequate coverage and indemnification of Landlord.

Default: In the event that:

- a. The Tenant shall default in the observance or performance of any of the Tenant's covenants, agreements. Or obligations hereunder and such default shall not be corrected within ten days after written notice thereof; or
- b. B. The leasehold hereby created shall be taken on execution, or by other process of law;

Then Landlord shall be entitled to all remedies available to Landlord at law and equity, including without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may, immediately or at any time thereafter, and without demand notice, mail a notice of termination to

Draft Lease Terms, HCA page 5

the Tenant, or, if permitted by law, enter into and upon the premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel tenant and those claiming through or under it and remove their effects without being deemed guilty of any manner of trespass.

In addition, Tenant agrees to pay Landlord, as damages for any above-described breach, all reasonable attorneys' fees associated with removal of Tenant and its property from the premises as may be awarded by the courts.

Landlord Default: Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the Landlord properly specifying wherein the landlord has failed to perform any such obligation.

Landlord Obligations: The landlord will be required to provide adequate systems for Heating and ventilation, AC equipment in Program, Yoga and weight rooms, electrical equipment and lighting as required, Fire Alarm System to code, sprinkler system to code and all required occupancy permits. In addition, the Landlord will be responsible for a weatherproof shell, including windows, roofing and siding.

Waiver of Rights: No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

Successors and Assigns: The covenants and agreements of Landlord and Tenant shall run with the land and be binding upon an inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of Landlord, express or implied shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.