AMENDED AND RESTATED
CHARTER SCHOOL MANAGEMENT AGREEMENT
BETWEEN LEGACY ADVANCEMENT AND
LEGACY EARLY COLLEGE

THIS AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT is made and entered into by and between LEGACY ADVANCEMENT, a South Carolina Non-Profit Corporation ("Manager") and LEGACY EARLY COLLEGE, a South Carolina Non-Profit Corporation ("School").

RECITALS:

A. Manager is a 501(c)(3) educational organization the purpose of which is to support and promote the establishment of charter schools whose missions are to offer quality, rigorous and relevant educational programs leading to college graduation and to empower underserved urban students the opportunity to become productive, healthy, principled citizens in a changing society.

B. School is a 501(c)(3) educational organization which operates a charter school pursuant to the South Carolina Charter Schools Act.

C. Manager and School wish to enter into this Agreement pursuant to which Legacy Advancement will assume and be responsible for specific management services for the School, including but not limited to providing the services of an Executive Director for the School and certain other management and financial oversight, to conduct fundraising activities on behalf of the School and to provide human resources services to the School as a co-employer of the School's staff.

THEREFORE, the parties agree as follows:

1. Management Obligations of Manager. Manager agrees to be jointly responsible, with the School, for the management, operation, administration and performance of the School in accordance with its Charter and in accordance with the educational goals, methods of pupil assessment and educational methods approved and adopted by the School's Board of Directors. Manager's responsibility is expressly limited to the School's available revenues from State and Federal funding programs and donations from the public. Subject to the foregoing, Manager shall provide:

a. services of an Executive Director, who may act in that capacity for other Schools managed by Manager;

b. coordination and management of School's relationship as tenant and occupier of land and buildings owned by Campbell Young Leaders and affiliates;

c. financial oversight, including taking a leading role in development of the School's Annual Budget;

d. management of the School's relationship with its sponsor, the South Carolina Charter School District;

e. conduct fundraising activities on behalf of the School; and

f. providing human resources services as set forth in 2 below.

2. Human Resources Services.

a. Manager agrees to act as Co-Employer of all members of the School's staff. Manager shall be responsible for executing all payroll and health, welfare and retirement benefits of such employees. The School shall retain responsibility for compliance with the South Carolina Charter School Act, hiring and firing, disciplinary matters, job training and actual management of school teachers and staff.

b. School shall advance to Manager such funds as shall be necessary for Manager to meet its responsibilities hereunder upon request by Manager from time to time.

c. The School designates Manager, its officers and employees as agents of the School having legitimate educational duties so that they should be and are entitled to access to student educational records as provided by federal and South Carolina law.

3. Manager Compensation. Manager shall initially perform its obligations hereunder without compensation, but shall be reimbursed for its expenses incurred in such performance. In the future the parties may mutually agree that Manager should be paid compensation for its services hereunder.

4. Status of the Parties; Independent Contractor. The only relationship of the parties is that provided by this Agreement, pursuant to which Manager is an independent contractor for the School. The parties are not partners, nor is either party an agent for the other except as specifically provided herein. Each party is solely responsible for its actions and or actions of its agents and employees.

5. Term of Agreement.

a. This Agreement shall commence as of July 1, 2020 (the "Effective Date") and, unless sooner terminated as set forth below, shall continue for a period of ten (10) years, after which it will automatically renew year to year for additional one year renewal terms unless either party gives at least One Hundred Eighty (180) days written notice of non-renewal prior to end of the then-current term.

b. Either party, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, by providing one hundred eighty (180) days' prior written notice to the other party.

c. Either party may terminate this Agreement for cause, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

i. (i) materially breaches this Agreement, and such breach is incapable of cure; or (ii) with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within [thirty (30) days after receipt of written notice of such breach.

ii. (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within forty five days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6. Confidential Information. Both parties may be given access to or acquire information which is proprietary or confidential to the other party and its affiliated companies and clients. Any and all such information obtained by either party from the other shall be deemed to be confidential and proprietary information. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services under this Agreement.

7. Indemnification.

a. Manager shall defend, indemnify, and hold harmless School and its officers, directors, employees, agents, successors, and permitted assigns (each, a "**School Indemnitee**") from and against any and all claims, demands, damages (including liquidated, punitive, and compensatory), actions in state or federal courts or before administrative agencies, losses and liabilities, costs, and expenses (including attorneys' fees), and monetary fines or penalties assessed by any administrative agency (hereafter "**Actions**") arising out of or resulting from:

i. Bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Manager; and

ii. Manager's material breach of any obligation of Manager set forth in this Agreement, including Manager's failure to comply with all

employment laws in connection with the services provided by Manager under this Agreement.

b. School shall defend, indemnify, and hold harmless Manager and its officers, directors, employees, agents, successors, and permitted assigns from and against any and all Actions arising out of or resulting from:

i. Bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of School; and

ii. School's material breach of any obligation of School in this Agreement.

8. Insurance.

8.1 At all times during the Term of this Agreement and for a period of three years thereafter, School shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

i. Commercial General Liability with limits no less than $1,000,000 per occurrence and $3,000,000 in the aggregate[, including bodily injury and property damage and products and completed operations and advertising liability], which policy will include contractual liability coverage insuring the activities of Manager under this Agreement;

ii. Workers' Compensation with limits no less than the greater of: (i) $500,000; or (ii) the minimum amount required by applicable law;

iii. ERISA fidelity bond covering the qualified retirement plan or any other employee benefit plan as required by Section 412 of the Employee Retirement Income Security Action of 1974 (ERISA) in an amount determined under DOL Reg. § 2580.412-11. The ERISA fidelity bond shall satisfy the requirements of ERISA Section 412 and the regulations;

iv. Commercial Automobile Liability with limits no less than $1,000,000, combined single limit; and

v. Errors and Omissions/Professional Liability with limits no less than $1,000,000 per occurrence and $1,000,000 in the aggregate.

9. Miscellaneous.

a. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other

person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

b. Dispute Resolution. Any dispute under this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

IN WITNESS WHEREOF this Agreement is executed this 9 day of May, 2023.

LEGACY EARLY COLLEGE

By: _____
William W. Brown, President

LEGACY ADVANCEMENT

By: _____
Cary H. Hall, Vice President