

SECOND AMENDMENT TO THE CHARTER SCHOOL RENEWAL AGREEMENT

This Second Amendment to the Charter School Renewal Agreement is made and entered into as of this _____ day of _____ 2020, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate operating and existing under the laws of the State of Florida
[hereinafter referred to as “Sponsor”],
and having its principal place of business located at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AVANT GARDE ACADEMY FOUNDATION, INC
f/k/a AVANT GARDE ACADEMY, INC.
a Florida not-for-profit organization
[hereinafter referred to alternatively as “Avant Garde Academy” or “School”],
and having its principal place of business located at
2025 McKinley Street
Hollywood, Florida 33020

WHEREAS, the parties entered into a Charter School Renewal Agreement (“Agreement”) on or about June 11, 2019, for a five-year period expiring June 30, 2024, which incorporated by reference the Charter Renewal Program Review wherein the School was authorized to operate a charter school (grades 6 – 12); and

WHEREAS, Section 2.B.4 of the Agreement permits the amendment of the Agreement during its term through mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties; and

WHEREAS, Avant Garde Academy Foundation, Inc., desires to amend the Agreement to reflect a change in its name; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and terms herein set forth, the parties agree as follows:

1.01 Recitals: The foregoing recitals are true and correct and are incorporated within this Amendment by reference.

1.02 Change of Name: The School’s name shall be changed throughout the Agreement to Avant Garde Academy Foundation, Inc.

Avant Garde Academy – 5791
Second Amendment to Charter School Renewal Agreement

1.03 Order of Precedence Among Agreement Documents: In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This Second Amendment to the Charter School Renewal Agreement; then
- (b) The First Amendment to the Charter School Renewal Agreement; then
- (c) The Charter School Renewal Agreement; then
- (d) The Charter Application.

1.04 Other Provisions, as Amended, Remain in Force: Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 Authority: Each person signing the Second Amendment to the Charter School Renewal Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to the Charter School Renewal Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Charter School Renewal Agreement as of the day and year first above written.

**Avant Garde Academy – 5791
Second Amendment to Charter School Renewal Agreement**

FOR THE SCHOOL


(Corporate Seal)

**AVANT GARDE ACADEMY
FOUNDATION, INC.**

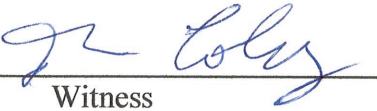
Attest: _____

Secretary


– or –



Witness



Witness

by: 

Name and Title

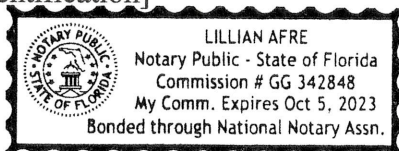
STATE OF FLORIDA

COUNTY OF BROWARD


The foregoing instrument was acknowledged before me this 1st day of APRIL,
2020 by JULIA VALENT as Chair of Avant Garde
Academy Foundation, Inc. who took an oath and is personally known to me or has produced
_____ as identification.

[describe identification]

(SEAL)



My commission expires: 10-5-23



Signature – Notary Public

LILLIAN AFRE

Printed Name of Notary Public

**Avant Garde Academy – 5791
Second Amendment to Charter School Renewal Agreement**

FOR THE SPONSOR

(Corporate Seal)

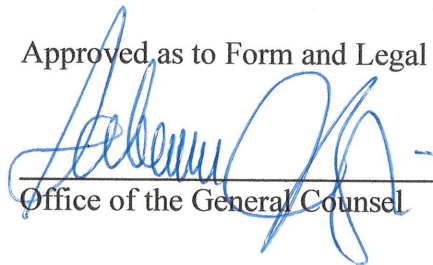
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved, as to Form and Legal Content:



Office of the General Counsel