

**MALVERNE UNION FREE SCHOOL DISTRICT**  
**RENEWAL OF AGREEMENT FOR FIVE [5] HOUR, FULL-DAY**  
**UNIVERSAL PRE-KINDERGARTEN SERVICES**

This RENEWAL of the Agreement between the parties made and intended to be effective as of the 1<sup>st</sup> day of September 2024, by and between the MALVERNE UNION FREE SCHOOL DISTRICT, maintaining administrative offices located at 301 Wicks Lane, Malverne, NY 11565 ("District") and the Tutor Time Learning Center of East Rockaway (#6647), located at 131 Main Street, East Rockaway, NY 11518 ("Agency") (together the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement (the "Agreement") effective as of September 1, 2023 following a Request for Proposals, and evaluation of proposals received in response thereto, to implement a Universal Pre-Kindergarten ("UPK") program for eligible children who reside in the District; and

WHEREAS, said Request for Proposals provided that the Agreement is: (1) subject to renewal at the option of the District for up to four (4) additional years after the first; (2) contingent upon available State funding on a per child basis (estimated for 2023-2024 to be the sum of \$5,816.00 per child for up to 90 children); and

WHEREAS, the Parties' said Agreement provided that the Agency would provide UPK services for up to twenty (20) children but was subsequently amended by Amendment effective as of September 1, 2023 to provide such services for an additional twenty (20) children; and

WHEREAS, the District has advised the Agency that estimated State funding for the provision of such services for 2024-25 is estimated to be the sum of \$5,400.00 per child for up to 90 children; and

WHEREAS, the Agency has advised the District that effective as of September 1, 2024 it will be duly licensed and able to provide such services for an additional twenty (20) children (for a total of sixty (60) at the aforesaid rate of \$5,400.00 per child;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Renewal, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

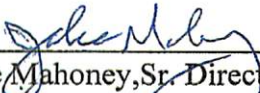
1. The above "WHEREAS" clauses are hereby incorporated by reference as is fully set forth herein at length.
2. The Parties' aforesaid Agreement as previously amended is hereby renewed for a one (1) year period commencing September 1, 2024.

3. Section 13 of the Parties' Agreement as previously amended is hereby modified to provide that for the 2024-2025 school year the total anticipated per-student allotment is set at a maximum of \$5,400.00 per student per year for a maximum of 90 students for full-day UPK Program services. The Agency will provide services to up to sixty (60) students in accordance with the terms of the Agreement and applicable law and regulation and at a rate not to exceed \$5,400.00 per child (\$540.00 per month). Except as herein modified, the balance of Section 13 remains in effect.
4. In all other respects the Parties' said Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of September 1, 2024.

TUTOR TIME LEARNING CENTER  
OF EAST ROCKAWAY (#6647)

BOARD OF EDUCATION,  
MALVERNE UNION FREE SCHOOL  
DISTRICT

By:  3/11/2024 By: \_\_\_\_\_ 1 / /2024  
Jake Mahoney, Sr. Director of Funding (date) President (date)