



Contact:

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TO: Board of Directors

FROM: Ruth Floyd, Executive Director of Business Services

SUBJECT: Amendment to the Agreement with HopSkipDrive for Coordination of Student Transportation

DATE: August 19, 2025

TYPE: Action Required

Attached is an agreement amendment with HopSkipDrive to coordinate transportation services with drivers on the HopSkipDrive platform. The service will generally be used when a district driver and/or bus are not available for longer trips to out-of-district schools or residences. HopSkipDrive uses a secure system for the transportation department to input student information and build the ride using a school calendar.

The amendment extends the prior agreement and adds renewal language, revises the rate schedules, and adds FERPA language. Costs are based per trip using a base fare of \$50 and a mileage fee of \$2.50 per mile. The minimum trip fee is \$60, and cancellation requires at least two hours notice. Additional fees are listed on Exhibit B of the agreement.

Recommendation: *It is recommended that the board approve the amendment to the agreement with HopSkipDrive for coordination of student transportation.*

Every student is empowered to learn in an inclusive setting
and is prepared for the future of their choice

RENEWAL OF SERVICES AGREEMENT

THIS RENEWAL OF SERVICES AGREEMENT (the “*Renewal*”) is entered into with effect from September 1, 2025 (the “*Effective Date*”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (“*HopSkipDrive*”), and STANWOOD-CAMANO SCHOOL DISTRICT (the “*Organization*”). HopSkipDrive and the Organization may be referred to in this Renewal individual as “*Party*” and collectively as “*Parties*.” Capitalized terms not otherwise defined in this Renewal shall have the meaning provided in the Agreement.

WHEREAS, HopSkipDrive and Organization are parties to a certain Agreement for Services, as amended and renewed from time to time; and

WHEREAS, HopSkipDrive and Organization desire to renew the Agreement pursuant to this Renewal from the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HopSkipDrive and Organization hereby amend and renew the Agreement as follows:

The Parties entered into a Transportation Coordination License and Services Agreement dated September 10, 2024, between HopSkipDrive, Inc. and Stanwood Camano School District (the “*Agreement*”), which is set to terminate on August 31, 2025. The Parties hereby agree to amend the Agreement as set forth in this Renewal of Services Agreement. Except as expressly amended herein, all provisions of the Agreement shall remain in full force and effect.

- 1. Term Extension:** The term of the Agreement shall be extended until June 30 of next calendar year following the year of the Effective Date (“*Renewal Term*”). Following the expiration of the Renewal Term, unless Organization notifies Contractor in writing of its desire to terminate this Agreement during the last thirty (30) days of the Renewal Term or any subsequent renewal term, this Agreement shall renew for successive twelve (12) month terms (each a “*Renewal Term*”) in accordance with the terms of the Agreement.
- 2. Pricing:** Section 2.a. of the Agreement is replaced, in its entirety, with the following language:

As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay to Contractor according to the terms specified in Exhibit B (the “*Fees*”). The Fees may be increased at the beginning of any Renewal Term by the greater of (a) updated pricing as reflected in Exhibit B; (b) the percentage increase in the Consumer Price Index (CPI-U, U.S. City Average) since the Effective date of the Agreement or, if applicable, the most recent Renewal Term; or (c) as otherwise mutually agreed upon by the Parties.
- 3. Description of Services.** Exhibit A is replaced in its entirety as follows:

EXHIBIT A

DESCRIPTION OF SERVICES

Organization may create an account on Contractor’s platform to connect, arrange for, and schedule transportation and associated in-ride care services for minors and other eligible Riders.

Services, as described in this Agreement and as amended by Contractor from time to time, are the facilitation of transportation for Riders provided by Drivers. Services may also include additional services (“*Additional Services*”) as specified in Exhibit B.

All Services and Additional Services are offered consistent with and provided by Drivers who are subject to HopSkipDrive’s Zero Tolerance Policy and Community Guidelines. Organization is solely responsible for requesting the appropriate type of Service or Additional Service for each Rider, and represents that it has the authority to request a specific Service or Additional Service for each Rider. There is no guarantee of requests for Services or Additional Services by entering into this Agreement, creating an account, or making requests for Services or Additional Services. Contractor also makes no guarantees regarding the availability or minimum volumes of Services or Additional Services.

Services and Additional Services will be completed based on pricing outlined in Exhibit B of this Agreement.

4. **Fees:** Exhibit B is replaced in its entirety as follows:

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following (the “Fees”):

ITEM	PRICING
Base Fare	\$50.00 “Base Fare” is a fixed cost per trip mobilization fee.
Per Mile Fee (based on estimated distance)	\$2.50
Minimum Trip Fee	\$60.00
Primary Care Driver Plus (PCD+)	\$12.00 per ride “PCD +”: For Riders requiring a consistent driver, HopSkipDrive offers the option of requesting a Primary Care Driver for a Ride Series. A Ride Series is created when a ride organizer requests recurring Rides for a Rider.
Regulatory Fees	When any taxes, fees, surcharges or other charges are required by applicable local, state or federal regulations or are otherwise imposed by any governmental entity. A current list of regulatory fees can be found at: http://bit.ly/regulatory-fees
Toll Fee	Market Fare
No Show (Rider has not shown up to pick-up location within ten (10) minutes of scheduled pick-up time) or Late Cancel (fewer than two (2) hour notice before scheduled Service)	Full Estimated Ride Fee (except for the circumstances below) If a ride is not picked up or pick up time is adjusted by HopSkipDrive/Driver within two hours of original pick-up time, and District cancels the ride, HopSkipDrive will not charge the ride fee to Organization.
Wait Time Fees (billed after ten (10) minutes for rides ultimately completed)	\$10.00

Gas Price Adjustment	When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found on the following website: https://www.eia.gov
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ADDITIONAL SERVICES

The following additional services (“**Additional Services**”), may be made available in markets where they are offered by Contractor upon request of Organization. Additional Services may be arranged with Wheelchair Accessible Vehicles, Rider Assistants or Para-Professionals from partner organizations (such organizations are referred to as “**CarePartners**”) for Riders with highly specialized requirements. Fees for Additional Services are offered per-service and are in addition to the Fees listed above:

ITEM	PRICING	DESCRIPTION OF SERVICES
Mini-Van	\$30.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are designed to transport up to seven passengers in two or three rows (“ Mini-Vans ”).
Wheelchair Accessible Vehicle	\$55.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are capable of transporting motorized wheelchairs (“ Wheelchair Accessible Vehicles ” or “ WAV ”).
Rider Assistant	\$35.00 per hour (minimum requirement of two (2) hours)	Facilitation of transportation for Riders provided by Drivers who are accompanied by another adult in the vehicle (a “ Rider Assistant ”).
Para-Professional	\$45.00 per hour (minimum requirement of two (2) hours)	Facilitation of transportation for Riders provided by Drivers who are accompanied by a trained paraprofessional (“ Para-Professional ”).
Safe Ride InSight™	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a camera capable of recording audio and/or video footage of the interior and/or exterior of the vehicle during a ride (“ Safe Ride InSight ”).
Forward-Facing Carseat*	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a forward-facing carseat.
Seatbelt Buckle Guard*	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a seatbelt buckle-guard.
Safety Vest and/or Car Harness*	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a safety vest.
<p><i>*Forward-Facing Carseat, Seatbelt Buckle Guard, Safety Vest and/or Car Harness are collectively referred to as (“Equipment”). Organization is responsible for ensuring that each such request is consistent with applicable state, local, or federal guidelines; including, but not limited to, restrictions on height, weight, and/or age for the usage of any Equipment.</i></p>		

RouteWise AI™ (Strategic Routing Services)	As negotiated in the Order Form for RouteWise AI™ (Strategic Routing Services)	RouteWise AI™ Order Forms are subject to and incorporate by reference the SaaS Subscription Agreement (available at https://hopskipdrive.com/hubfs/RouteWiseAI_SaaSAgreement.pdf).
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- **In-Ride Recordings:** “*Safe Ride InSight™*” is the name of HopSkipDrive’s in-ride recording service. Organization consents to the use of cameras for in-ride recordings, whether through Safe Ride InSight or as may be provided by a CarePartner in conjunction with a WAV ride (“**In-Ride Recordings**”). Organization acknowledges that the In-Ride Recordings shall be governed by HopSkipDrive’s In-Ride Recording Access and Retention Policy and/or the applicable policies of the CarePartner providing the Services and/or Additional Services.
- **Family Educational Rights and Privacy Act (FERPA):** Organization hereby designates HopSkipDrive, its CarePartners and any Drivers, Rider Assistants and Para-Professionals delivering the Services or Additional Services (the “**Service Providers**”) as a “school official” with “legitimate educational interests” in the Organization’s records, including In-Ride Recordings, as those terms have been defined under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), as amended from time to time (“**FERPA**”), and its implementing regulations. As applicable, the Parties acknowledge that the Service Providers will create, access, and maintain Student Educational Records, including In-Ride Recordings, (as defined under FERPA) to perform the Services and/or the Additional Services. Organization hereby grants permission to the Service Providers to use Student Educational Records and In-Ride Recordings for purposes of providing the Services and/or the Additional Services. Drivers, Rider Assistants and Para-Professionals using the Platform to provide Services and/or Additional Services shall not be deemed third parties for purposes of access to In-Ride Recordings; however, any such access to an In-Ride Recording by a Driver, Rider Assistants or Para-Professional shall be limited to rides the Driver, Rider Assistants or Para-Professional was party to and where there is an investigation on a reported incident. In such an event and to the extent practicable, any other individuals in the In-Ride Recording shall have their images blurred, and such access shall be restricted to only the In-Ride Recordings in which they were a party.
- **Compliance with FERPA:** HopSkipDrive agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, in all respects. HopSkipDrive shall ensure that any education records, or personally identifiable information from such records, obtained in the course of performing services under this Agreement are used only for the purposes authorized under this Agreement and are not disclosed to any third party without prior written consent from the District or as otherwise permitted by law.

HopSkipDrive shall ensure that any approved subcontractor or agent with access to FERPA-protected information is bound by written agreement to comply with all applicable FERPA requirements, including restrictions on use and redisclosure of student information. HopSkipDrive shall remain fully responsible for any acts or omissions of its subcontractors or agents with respect to FERPA compliance.

HopSkipDrive shall implement and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of student education records. Upon expiration or termination of this Agreement, HopSkipDrive shall return or securely destroy all education records in its possession, unless otherwise directed by the District in writing.

5. Additional Terms

- Organization shall pay Contractor within thirty (30) days of Organization’s receipt of such invoice according to the instructions contained in the invoice.
- Any invoice that is not paid within 60 days of when it is due shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization’s failure to provide timely payment may be deemed a material breach of the Agreement and Contractor shall be entitled to terminate the Agreement, cease the Services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and

remedies for such breach. Contractor’s failure to declare any late payment a breach shall not constitute a waiver of Contractor’s rights hereunder to declare any subsequent late payment a breach.

c. “**Shared Billing**” is a functionality that allows payment responsibility for Services to be shared with another organization. Should the Services include Shared Billing, Organization represents and warrants that it has secured the necessary approvals from the organization sharing responsibility for the payment of all Fees associated with the Services. Furthermore, Organization shall remain ultimately responsible for all Fees associated with the Services in the event of nonpayment by the organization sharing payment responsibility.

6. **No Further Amendment.** This Renewal constitutes the entire amendment to the Agreement agreed to by the parties and, except as amended hereby, the Agreement remains unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The Parties have caused this Renewal to be executed by its duly authorized representatives as of the respective dates set forth below.

HopSkipDrive, Inc.

Stanwood Camano School District

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed Name)

Name: _____
(Printed Name)

Title: _____

Title: _____

Address: 232 E 2nd St., Unit A, #8151, Los Angeles, CA 90012

Address: 26920 Pioneer Highway, Stanwood, WA 98292, United States

Date: _____

Date: _____