

**AGREEMENT BETWEEN THE CITY OF CUPERTINO,  
FREMONT UNION HIGH SCHOOL DISTRICT AND  
CUPERTINO UNION SCHOOL DISTRICT FOR CROSSING  
GUARD PROGRAM**

This Agreement, dated June 7, 2022, by and between the City of Cupertino ("City"), the Fremont Union High School District ("FUHSD"), and the Cupertino Union School District ("CUSD") coordinates efforts to improve traffic congestion and safety near various schools throughout the City.

WHEREAS, traffic congestion and safety around public schools throughout Cupertino has been a community wide issue for a number of years; and

WHEREAS, the City of Cupertino, FUHSD, and CUSD have a successful history of partnership and collaboration in addressing traffic congestion and safety around public schools in Cupertino; and

WHEREAS, partnership and collaboration between the City, FUHSD and CUSD has resulted in safety enhancements on the public routes to school and on school property, the distribution of safety materials to students and parents, bicycle and pedestrian education programs, biking and walking encouragement activities, student travel counts, coordination of bell schedules, opportunities for teens to develop leadership skills, among other achievements; and

WHEREAS, traffic congestion and safety is a concern for all parties and that various traffic studies and recommendations to reduce congestion and improve safety in school areas throughout the City have been completed; and

WHEREAS, the City administers a crossing guard program at locations throughout the City; and

WHEREAS, representatives of the City, FUHSD, and CUSD desire to coordinate efforts and share information so that the City Crossing Guard Program is responsive to community traffic congestion and safety concerns; and

WHEREAS, a prior cost sharing agreement with FUHSD expired in June 2022, and it is now mutually desired to enter into three-party cost sharing agreement to include both FUHSD and CUSD.

NOW, THEREFORE, the parties agree to implement the following for the 2022/23 school year through the 2027/28 school year:

I. CITY

1. The City will periodically conduct engineering studies, per the provisions provided in the Manual of Uniform Traffic Control Devices (MUTCD), at intersections and crossings near public schools.
2. The City will fund crossing guard services, subject to budget availability, at priority intersections where engineering studies indicate that crossing guards should be located.
3. The City will respond to requests from FUHSD and CUSD to add additional intersections, as warranted by engineering studies at other locations.

4. Crossing guards at all locations will properly queue and coordinate student crossing of the street in an efficient manner that prioritizes student safety and vehicular traffic flow.
5. Crossing Guard locations for the start of the 2022/23 school year will be:
  - a) Stevens Creek Blvd. at Finch Ave.
  - b) Hyannisport Dr. at Fort Baker Dr.
  - c) McClellan Rd. at Bubb Rd.
  - d) N. Blaney Ave. at Forest Ave.
  - e) N. Blaney Ave. at Merritt Dr.
  - f) S. Blaney Ave. at Suisun Dr.
  - g) Greenleaf Dr. at S. Stelling Rd.
  - h) Bubb Rd. at Hyannisport Dr.
  - i) N. De Anza Blvd. at Mariani Ave.
  - j) Vista Dr. at Merritt Dr.
  - k) Vista Dr. at Stevens Creek Blvd.
  - l) McClellan Rd. at Lincoln Elementary
  - m) McClellan Rd. at Orange Ave.
  - n) Ainsworth Dr. at Bahl St
  - o) Barnhart Ave. at S. Tantau Ave.
6. Periodically perform walk audits to identify specific improvements, both on-campus and off, that would improve traffic and pedestrian safety.

## II. FUHSD

1. Student drop-off zones at all school's student parking lots will be utilized to the maximum extent practicable.
2. Coordinate the start times and end times of all schools so that the collective number of students arriving or leaving a collection of schools is minimized.
3. Promote cell phone waiting zones at the Monta Vista High School, Cupertino High School and Homestead High School student parking lots where those driving can wait to get a call from their passenger before going to pick them up.
4. Provide minimum of one district participant to monthly City Safe Routes to School program working group meeting.
5. Timely respond and provide to City requested Safe Routes to School data.
6. Provide programs encouraging parent/student safety education, walking and biking to school.
7. Evaluate possible capital improvements on-site such as bicycle cages, and consider funding or contributing to the funding of City capital projects related to transportation and safety in the vicinity of schools.
8. Cooperate, provide input and give special consideration to completion of improvements that are identified in City performed walk audits.
9. FUHSD will share in the funding of the Crossing Guard Program with the City for the duration of this agreement, at an annual amount of \$20,000, due to the City no later than June 30th of each calendar year.
10. Any FUHSD crossing added to the Crossing Guard Program at the request of FUHSD will be in addition to the \$20,000 cost share noted above and reimbursed to the City at 100% actual costs per intersection added no later than June 30th of each calendar year.
11. FUHSD shall be invoiced annually by the City at the end of each school year.

III. CUSD

1. Student drop-off zones at all school's student parking lots will be utilized to the maximum extent practicable.
2. Coordinate the start times and end times of all schools so that the collective number of students arriving or leaving a collection of schools is minimized.
3. Provide minimum of one district participant to monthly City Safe Route to School program working group meeting.
4. Timely respond and provide to City requested Safe Route to School data.
5. Provide programs encouraging parent/student safety education, walking and biking to school.
6. Evaluate possible capital improvements on-site such as bicycle cages, and consider funding or contributing to the funding of City capital projects related to transportation and safety in the vicinity of schools.
7. Cooperate, provide input and give special consideration to completion of improvements that are identified in City performed walk audits.
8. CUSD will share in the funding of the Crossing Guard Program with the City for the duration of this agreement, at an annual amount of \$20,000, due to the City no later than June 30th of each calendar year.
9. Any CUSD crossing added to the Crossing Guard Program at the request of CUSD will be in addition to the \$20,000 cost share noted above and reimbursed to the City at 100% actual costs per intersection added no later than June 30th of each calendar year.
10. CUSD shall be invoiced annually by the City at the end of each school year.

IV. RIGHTS, DUTIES, LIABILITIES

1. Each party in this Agreement acknowledges that this Agreement does not diminish or expand any rights, duties, liabilities, immunities or defenses any party to this Agreement has to any third party claims, demands, or suits that presently exist, or that may arise in the future, including, but expressly not limited to these immunities or defenses existing under Government Code sections 815 et.seq., Education Code Section 44808, or any other statute or law. Each party further acknowledges and agrees that this Agreement does not confer on any party to this Agreement any additional rights, responsibilities, remedies, or liabilities against any party to this Agreement as to any existing or future third party liability claim, demand, or suit.

V. NOTICES

Communications relating to this Agreement shall be in writing and shall be delivered personally, sent by United States mail, first class postage prepaid, or by private messenger or courier service:

To the City: Jim Throop, City Manager  
City of Cupertino  
10300 Torre Ave.  
Cupertino, CA 95014

To FUHSD: Polly Bove, Superintendent  
Fremont Union High School District  
589 W. Fremont Ave. Sunnyvale, CA 94087

To CUSD: Stacy Yao, Superintendent  
Cupertino Union School District  
1309 S. Mary Ave, Suite #150, Sunnyvale, CA 94087

IV. SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement:

CITY OF CUPERTINO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Jim Throop, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Jensen, City Attorney

FREMONT UNION HIGH SCHOOL DISTRICT

Date: \_\_\_\_\_

\_\_\_\_\_  
Polly Bove, Superintendent

CUPERTINO UNION SCHOOL DISTRICT

Date: \_\_\_\_\_

\_\_\_\_\_  
Stacy Yao, Superintendent

ATTACHMENT A

School	Street	Street	# of Guards
Collins Elementary	N. Blaney Ave.	Forest Ave.	1
Collins Elementary & Lawson Middle	N. Blaney Ave.	Merritt Dr.	1
Eaton Elementary	S. Blaney Ave.	Suisun Dr.	1
Garden Gate Elementary	Greenleaf Dr.	S. Stelling Rd.	1
Kennedy Middle	Bubb Rd.	Hyannisport Dr.	1
Kennedy Middle & Monta Vista High	Hyannisport Dr.	Fort Baker Dr.	1
Lawson Middle	N. De Anza Blvd.	Mariani Ave.	1
Lawson Middle	Vista Dr.	Merritt Dr.	1
Lawson Middle	Vista Dr.	Stevens Creek Blvd.	1
Lincoln Elementary	McClellan Rd.	Lincoln Frontage	1
Lincoln Elementary & Monta Vista High	McClellan Rd.	Orange Ave.	1
Lincoln Elementary & Kennedy Middle & Monta Vista High	McClellan Rd.	Bubb Rd.	1
Stevens Creek Elementary	Ainsworth Dr.	Bahl St.	1
Sedgwick Elementary	Barnhart Ave.	S. Tantau Ave.	1
Cupertino High	Stevens Creek Blvd.	Finch Ave.	2