

**YUBA ENVIRONMENTAL SCIENCE CHARTER ACADEMY
REGULAR MEETING
COUNCIL OF DIRECTORS
AGENDA**

**9841 Texas Hill Road
Oregon House, CA**

**February 27, 2025
3:30pm
In Person**

9841 Texas Hill Road, Oregon House, CA 95962

**INSTRUCTIONS FOR PRESENTATIONS TO
THE COUNCIL BY PARENTS AND CITIZENS**

The Yuba Environmental Science Charter Academy (“YES Charter Academy”) welcomes your participation at the School’s Council meetings. The purpose of a public meeting of the Council of Directors (“Council”) is to conduct the affairs of the School in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.
2. Blue “Request to Speak” forms are available to all audience members who wish to speak on any agenda items or under the general category of “Oral Communications.”
3. “Oral Communications” is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Council can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Council may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
4. With regard to items that are on the agenda, you may specify that agenda item on your blue request form and you will be given an opportunity to speak for up to five (5) minutes when the Council discusses that item. Non-English speakers will be allowed twice the time limit for non-English speaker translation.
5. When addressing the Council, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
6. Citizens may request that a topic related to school business be placed on a future agenda in accordance with the guidelines in the School’s Council BP. Once such an item is properly agendized and publicly noticed, the Council can respond, interact, and act upon the item.
7. Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling 530-692-2210 or lmiller@yescharteracademy.org. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

I. PRELIMINARY

A. CALL TO ORDER:

B. ROLL CALL/ESTABLISH QUORUM

President/Chair	Pam Cook	
Vice President	Linda Cohee	
Chief Financial Officer	Paul McGovern	
Secretary	Lisa Thompson (interim)	
Staff Representative	Lance Haliday	
Principal/Director	Louise Miller	
Director	<u>Deborah Hoerner</u>	
Director	Yvette Rodriquez	

Guests:

C. Adopt Minutes from Previous Meetings: (January 30, 2025)

D. Reading of Vision/Mission/Core Values:

Mission: YES CHARTER ACADEMY educates K-9 students in a school culture that values the scientific method and a curricular focus on environmental studies. The highest Common Core State Standards, as well as high standards of moral conduct, are emphasized.

The vision of the YES CHARTER ACADEMY is to educate K–9 students of the Sierra Foothills through a self-motivating, individualized, and comprehensive curriculum that connects learners with learning via a program, teaching staff, and school culture that value scientific methods of inquiry.

YES Charter Academy Students Are: Environmental Stewards, Positive Team Members, Academic Masters, Resourceful, Responsible Citizens, Kind!

II. PUBLIC SESSION

A. Public Comment: For Information

B. Teacher Presentation: For Information

C. BP 0450.1 YES Charter School Safety Plan: For Action

D. Mobile Modular Lease Quotation and Agreement: For Action

E. LCAP Mid-Year Update: The principal will present the LCAP Midyear Update for the purpose of Monitoring Goals, Actions, and Resources for the 2024-25 Local Control and Accountability Plan (LCAP): **For information**

- F. **Charter Material Revision** The council will review for approval of submission to Yuba County Office of Education a Material Revision of the YES Charter: **For Action**
- G. Consider COD Members to attend the CCSA Conference : **For Action**
- H. The Student Representative will address the COD: **For Information**
- I. The Staff Representative will address the COD: **For Information**
- J. The COD will receive a report from staff to review current enrollment: **For Information**
- K. Regular Review of Committees: **For Information/Action**

Facilities and Safety: Pam Cook/Deb Campbell/Dawn Kaundart/Sara Hedrick

Academic: Louise Miller/Linda Cohee/Eve Domingo/Paul McGovern/Jamie Hyatt

Outreach: Lisa Thompson//Louise Miller/Jamie Hyatt/Frances Akers

Finance: Paul McGovern/Pam Cook

Transportation: Deb Campbell/Dawn Kaundart

Wellness: Louise Miller/ Sheila Rolfer/Yvette Rodriquez/Michelle Rodriquez

BP & Procedure: Michele Goldberg/Pam Cook/

III. **ADJOURNMENT**

**YUBA ENVIRONMENTAL SCIENCE CHARTER ACADEMY
REGULAR MEETING
COUNCIL OF DIRECTORS**

Minutes

**9841 Texas Hill Road
Oregon House, CA**

January 30, 2025

3:30pm

In Person

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I. **PRELIMINARY**

A. **CALL TO ORDER: The meeting was called to order at 3:31pm.**

B. **ROLL CALL/ESTABLISH QUORUM**

President/Chair	Pam Cook	X
Vice President	Linda Cohee	
Chief Financial Officer	Paul McGovern	X
Secretary	Jamie Hyatt	
Staff Representative	Lance Haliday	X
Principal/Director	Louise Miller	X
Director	Lisa Thompson	X
Director	Yvette Rodriquez	X

Guests: Debbie Campbell, Deborah Hoerner, Siobhan Searle

C. **Adopt Minutes from Previous Meetings: (October 24, 2024 , November 21, 2024, December 12, 2024)**

Lance Haliday moved to approve the October Minutes as written. Lisa Thompson seconded the motion. The motion passed with all votes in the affirmative and no abstentions.

Lance Haliday moved to approve the November Minutes as written. Lisa Thompson seconded the motion. The motion passed with all votes in the affirmative and no abstentions.

D. **Reading of Vision/Mission/Core Values:**

Mission: YES CHARTER ACADEMY educates K-9 students in a school culture that values the scientific method and a curricular focus on environmental studies. The highest Common Core State Standards, as well as high standards of moral conduct, are emphasized.

The vision of the YES CHARTER ACADEMY is to educate K–9 students of the Sierra Foothills through a self-motivating, individualized, and comprehensive curriculum that connects learners with learning via a program, teaching staff, and school culture that value scientific methods of inquiry.

YES Charter Academy Students Are: Environmental Stewards, Positive Team Members, Academic Masters, Resourceful, Responsible Citizens, Kind!

II. **PUBLIC SESSION**

A. **Public Comment: For Information**
There was no public comment.

- B.** Teacher Presentation: **For Information**
 Siobhan Searle, the high school counselor, presented on the 9th grade students' progress on ePortfolios and field trips to CSU Chico and UC Davis.
- C.** Consent Agenda (Approved in its entirety)
- 1. Board Policy Manual**
- BP 3231 Impact Aide
 - BP 3513.3 Tobacco Free Schools, AR 3513.3 Tobacco Free Schools
 - AR 4030 Non-Discrimination in Employment
 - BP 4033 Lactation Accommodation
 - AR Cellular Telephones and/or equipment (Employee Manual Addition)
 - AR 4112.23 Special Education Staff
 - BP 4112.42 Drug & Alcohol Testing for School Bus Drivers, AR 4112.42 Drug & Alcohol Testing for School Bus Drivers
 - BP 5030 Student Wellness
 - BP 5112.3 Student Leave of Absence
 - AR 5113.1 Chronic Absence & Truancy
 - BP 5131.2 Bullying AR 5131.2 Bullying
 - Policy 5131.8: Mobile Communication Devices
 - BP 5141.21 Administering Medication & Monitoring Health
 - BP 5141.4 Child Abuse Prevention & Reporting
 - BP 5144.1 Suspension & Expulsion/Due Process, AR 5144.1 Suspension & Expulsion Due Process
 - AR 544.2 Suspension & Expulsion/Due Process (students with Disabilities)
 - BP 5144.4 Required Parental Attendance AR 5144.4 Required Parental Attendance
 - BP 5145.13 Response to Immigration Enforcement AR 5145.13 Response to Immigration Enforcement
 - BP 5148.2 Before & After School Programs
 - BP 5148.3 Preschool/ Early Childhood Education
 - BP 6171 Title 1 Programs
 - BP 6173 Education for Homeless Children, AR 6173 Education for Homeless Children
 - BP 6173.4 Education for American Indian Children
- 2. California School Board Administration (CSBA) - Gamut Updated December BP Packet (Approved in its entirety)**
- BP 0460 Local Control & Accountability Plan, AR 0460 Local Control & AccountabilityPlan
 - BP 1250 Visitors/Outsiders, AR 1250 Visitors/ Outsiders
 - BP 3100 Budget AR Budget 3100
 - BP 3280 Sale of Lease of District Owned Real Property AR 3280 Sale of Lease of District Owned Real Property
 - BP 3320 Claims and Actions Against District AR 3320 Claims and Actions Against District
 - BP 3515.5Sex Offender Notification AR 3515.5 Sex Offender Notification
 - BP 3540 Transportation
 - BP 5113.1 Chronic Absence & Truancy AR 5113.1 Chronic Absence & Truancy
 - BP 5148.2 Before/After School Programs AR 5148.2 Before/After School Programs
 - BP Preschool/Early Childhood Education AR 5148.3 Preschool/Early

Childhood Education
BP 6170.1 Transitional Kindergarten
BP 6174 Education for English Learners AR 6174 Education for English Learners
BB 9420 Board Training
BB 9270 Conflict of Interest E (1) 9270 Conflict of Interest

The above items are self-explanatory. All items on the Consent Agenda are considered a routine item or one that has been previously discussed. Any Board Member may request that an item be pulled for further discussion.

Pam Cook moved to approve the Consent Agenda. Yvette Rodriguez seconded the motion. The motion passed with all votes in the affirmative and no abstentions.

D. Review School Accountability Report Card: For Action

Paul McGovern moved to approve the SARC as written. Lisa Thompson seconded the motion. The motion passed with all votes in the affirmative and no abstentions.

E. Consider electing Deb Hoerner onto the COD: For Action

Paul McGovern moved to approve Deborah Hoerner as a new YES COD member. Pam Cook seconded the motion. The motion passed with all votes in the affirmative and no abstentions.

F. The Student Representative will address the COD: For Information

The student representative was not present.

G. The Staff Representative will address the COD: For Information

Lance Haliday gave information about the creation of new semester report cards for 6th through 9th graders and the creation of high school student transcripts.

H. The COD will receive a report from staff to review current enrollment: For Information

Staff reported enrollment of 192 students.

I. Regular Review of Committees: For Information/Action

Facilities and Safety: Pam Cook/Deb Campbell/Dawn Kaundart/Sara Hedrick
No Action

Academic: Louise Miller/Linda Cohee/Eve Domingo/Paul McGovern/Jamie Hyatt
The YES Director of Special Education's letter introducing Melonie Soland and requesting that she be appointed to the SELPA CAC committee was read to the COD. Pam Cook moved to approve Melonie Soland as the YES representative to the SELPA CAC committee. Lisa Thompson seconded the motion. The motion passed with all votes in the affirmative and no abstentions.

Outreach: Lisa Thompson//Louise Miller/Jamie Hyatt/Frances Akers
Lisa Thompson announced that outreach committee meetings will be held the first Thursday of each month at Clover Cafe.

Finance: Paul McGovern/Pam Cook
No Action

Transportation: Deb Campbell/Dawn Kaundart

No Action

Wellness: Louise Miller/ Sheila Rolfer/Yvette Rodriquez/Michelle Rodriquez

No Action

BP & Procedure: Michele Goldberg/Pam Cook/

No Action

III. **ADJOURNMENT**

Pam Cook moved to adjourn at 5:25. Lisa Thompson seconded the motion. The motion passed with all votes in the affirmative and no abstentions.

IV. **CLOSED SESSION:**

Closed Session opened at 5:25.

Facilities: The COD will consider facilities for the 2025-2026 school year: **For Information**

No Action

ADJOURNMENT

5:30pm

Louise Miller 2025-02-13

Audit trail

Details

FILE NAME COD AGENDA 1.30.25.docx - 2/13/25, 12:06 PM

STATUS ● Signed

STATUS TIMESTAMP 2025/02/13
20:37:43 UTC

Activity



SENT

dcampbell@yescharteracademy.org **sent** a signature request to:
• Louise Miller (lmiller@yescharteracademy.org)

2025/02/13
20:07:08 UTC



SIGNED

Signed by Louise Miller (lmiller@yescharteracademy.org)

2025/02/13
20:37:43 UTC



COMPLETED

This document has been signed by all signers and is **complete**

2025/02/13
20:37:43 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.



Mobile Modular Management Corporation
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-495201
Date of Quote	01/27/2025
Quote Expiration Date:	02/26/2025
Lease Term:	36 Months
Lessee PO#:	TBD

Lessee Name and Billing Address	Site Information	Lessor Name
YES Charter Academy ("Lessee") 9841 Texas Hill Road, PO Box 430 Oregon House, CA 95962 Debbie Campbell Phone: 1 (530) 692-2210 dcampbell@yescharteracademy.org	Debbie Campbell 9841 Texas Hill Rd Oregon House, CA 95962 Cell: 1 (530) 692-2210 dcampbell@yescharteracademy.org	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Kevin Gibson Direct Phone: (925) 453-3143 kevin.gibson@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Classroom, 24x40 DSA III (Item2401) (Right Hand Door Configuration)	1	\$1,656.00	\$1,656.00	Y
Equipment and Accessories Monthly Subtotal:				\$1,656.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA III (Item2401) (Right Hand Door Configuration)				
Delivery	2	\$2,488.00	\$4,976.00	N
Delivery Pilot	2	\$528.00	\$1,056.00	N
Delivery Permit	2	\$144.00	\$288.00	N
Block and Level Building	1	\$6,722.00	\$6,722.00	N
Essential Material Handling Fee (6" DSA Wood Foundation and close up material.)	2	\$1,244.00	\$2,488.00	N
Service, Travel & Food (Blvl)	1	\$1,340.00	\$1,340.00	N
Installation, Ramp Skirting	36	\$22.00	\$792.00	N
Charges Upon Delivery Subtotal:				\$17,662.00

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA III (Item2401) (Right Hand Door Configuration)				
Return	2	\$2,488.00	\$4,976.00	N
Return Pilot	2	\$528.00	\$1,056.00	N
Return Permit	2	\$144.00	\$288.00	N
Prepare Equipment For Removal	1	\$5,082.00	\$5,082.00	N
Cleaning Fee	2	\$250.00	\$500.00	N
Service, Travel & Food (Dism)	1	\$1,340.00	\$1,340.00	N
Removal, Ramp Skirting	36	\$18.00	\$648.00	N
Estimated Charges Upon Return Subtotal:				\$13,890.00



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Total Estimated Charges	
Subtotal of Monthly Rent	\$1,656.00
Personal Property Expense	\$0.00
Taxes on Monthly Charges	<u>\$136.62</u>
<u>Total Charges per Month (including tax)</u>	<u>\$1,792.62</u>
Charges Upon Delivery (including tax)	\$17,662.00
Estimated Charges Upon Return (including tax)*	\$13,890.00
Estimated Initial Invoice*	\$19,454.62

***Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.**



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Special Notes

Quote assumes a level and accessible site by normal truck delivery.

Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Additional Information



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- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Classroom, 24x40 DSA III (Item2401)	1	\$144,810.00



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This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

LESSEE:
YES Charter Academy

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
2. **TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: **"Accessories"** shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; **"Equipment"** shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
3. **PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
4. **LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
5. **EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
6. **PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
7. **RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
8. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



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 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-495201
Date of Quote	01/27/2025
Quote Expiration Date:	02/26/2025
Lease Term:	36 Months
Lessee PO#:	TBD

extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.
10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**
 - (a) **LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING**



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Lease Quotation and Agreement	
Quote #	Q-495201
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Quote Expiration Date:	02/26/2025
Lease Term:	36 Months
Lessee PO#:	TBD

OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENT OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) **TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022

School Safety Plan

2024-2025 School Year

School: Yuba Environmental Science (YES)Charter Academy
CDS Code: 58105870117242
Address: 9841 Texas Hill Rd-0430
Oregon House, CA 95962
Date of Adoption: 1-25-2024
Date of Update: 1-27-2025
Date of Review:
- with Staff 2-23-2024
- with Law Enforcement 2-23-2024
- with Fire Authority 2-23-2024

Approved by:

Name	Title	Signature	Date
Pamela Cook	YES COD President		
Linda Cohee	YES COD Vice President		
Paul McGovern	YES COD CFO		
Lisa Thompson	YES COD Secretary		
Lance Holiday	YES COD Staff Representative		
Lisa Thompson	YES COD Director		
Elizabeth Yvette Rodriquez	YES COD Director		

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Types of Emergencies & Specific Procedures

Aircraft Crash

Animal Disturbance

Armed Assault on Campus

Biological or Chemical Release

Bomb Threat/ Threat Of violence

Bus Disaster

Disorderly Conduct

Earthquake

Explosion or Risk Of Explosion

Fire in Surrounding Area

Fire on School Grounds

Flooding

Loss or Failure Of Utilities

Motor Vehicle Crash

Pandemic

Psychological Trauma

Suspected Contamination of Food or Water

Tactical Responses to Criminal Incidents

Unlawful Demonstration or Walkout

Emergency Evacuation Map

School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of a school safety plan for charter schools. Charter school safety plans are required, per Education Code section 47605, subdivision (c)(5)(F)(ii)), to address the following safety topics:

- Child abuse reporting procedures (Ed. Code, § 32282, subd. (a)(2)(A)).
- Disaster procedures (Ed. Code, § 32282, subd. (a)(2)(B)).
- Suspension and expulsion policies (Ed. Code, § 32282, subd. (a)(2)(C)).
- Procedures to notify teachers of dangerous pupils (Ed. Code, § 32282, subd. (a)(2)(D)).
- Discrimination and harassment policies (Ed. Code, § 32282, subd. (a)(2)(E)).
- School wide dress code policies prohibiting gang-related apparel, if such a plan is in place
- Procedures for safe ingress and egress (Ed. Code, § 32282, subd. (a)(2)(F)).
- Policies enacted to maintain a safe and orderly environment (Ed. Code, § 32282, subd. (a)(2)(H)).
- Rules and procedures on school discipline (Ed. Code, § 32282, subd. (a)(2)(I)).
- Procedures for conducting tactical responses to criminal incidents (Ed. Code, § 32282, subd. (a)(2)(J)).
- Limitations on active shooter drills (Ed. Code, § 32282, subd. (a)(2)(K)).
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity (Ed. Code, § 32282, subd. (a)(2)(L)).
- Procedures to respond to incidents involving a life-threatening medical emergency (Ed. Code, § 32282, subd. (a)(2)(M)).
- Protocols to respond to apparent opioid overdose (Ed. Code, § 32282, subd. (a)(2)(N)).

The School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, YES Charter Academy will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the School Safety Plan is available for review at YES Charter Academy website <https://yescharteracademy.org/> or Policy Manual website: [Policy Manual](#)

Safety Plan Vision

The safety plan vision of YES Charter Academy is to be proactive in the development of strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on YES Charter Academy campus. It provides guidance and direction to administrators, faculty, and staff. The Emergency Response Plan, along with YES Charter Academy School Safety Plan shall be used during an emergency incident involving YES Charter Academy. The plan details the flow of command from the Principal to all staff members. YES Charter Academy is committed to providing a safe learning environment that supports academic achievement. School safety is an issue that requires collaboration between YES Charter Academy, emergency response agencies, parents and the community. This is an ongoing effort to work with all staff for the safety of our students.

Components of the School Safety Plan

Yuba Environmental Science (YES) Charter Academy Safety Committee

The YES Charter Academy Safety Committee reports to the YES Council of Directors at regularly scheduled monthly meetings. Pamela Cook leads the Safety Committee. The members are Debra Campbell and Louise Miller.

Assessment of School Safety

A physical survey of the campus for hazardous conditions will be performed each year under the direction of the Site Administrator of Designee. All staff members will report any hazardous conditions within his/her classroom or office space immediately. The annual

physical assessment showed improvement in conditions and procedures, and the need for continued vigilance in the use of cones, caution tape, and barriers around campus improvement projects. The emotional climate assessment showed there are increased social/emotional needs for students' emotional safety on campus. YES Charter Academy is responding by researching tools for self-regulation to implement, as well as increased counseling services.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

YES Charter Academy provides a small school, environmental science-based setting with many opportunities for outdoor learning. We promote self-regulation and problem-solving skills using Positive Behavior Intervention and Supports (PBIS), The Nurtured Heart Approach (NHA), and Growth Mindset to support social emotional resilience in students. Our campus is equipped with interior and exterior cameras. We have a collaboration with the Sheriff's department and the local volunteer fire department, often the first responders.

(A) Child Abuse Reporting Procedures (Ed. Code § 32282(a)(2)(A))

YES Charter Academy has the responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect, physical, sexual, or emotional abuse.

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage based on evidence of severe anxiety, depression, withdrawn, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency.

Employees who are mandated reporters are obligated to report all known or suspected incidences of child abuse and neglect. The reporting duties of mandated reporters are individual and cannot be delegated to another person. Mandated reporters shall not investigate any suspected incidents, but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.

Child abuse or neglect includes the following:

1. A physical injury inflicted by other than accidental means on a child by another person
 2. Sexual abuse of a child as defined in Penal Code 11165.1
 3. Neglect as defined in Penal Code 11165.2
 4. Willful harming or injuring of a child or the endangerment of the person or health of a child
 5. Unlawful corporal punishment or injury
- Child abuse or neglect does not include:
1. A mutual affray between minors
 2. An injury caused by reasonable or necessary force used by a peace officer acting within the course and scope of his/her employment
 3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect health and safety of students, or maintain proper and appropriate conditions conducive to learning.
 4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student.
 5. Physical pain or discomfort caused by athletic competition, or other such recreational activity voluntarily engaged in by the student.

Initial Telephone Report

In cases of suspected child abuse or neglect, the principal or designee is notified immediately. As soon as practically possible, a report is made by telephone to Child Protective Services and the police department. When the report is made, the reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received. The phone number for CPS is (530) 749-6288.

Written Report

Within 24 hours of receiving the information concerning the incident, the mandated reporter shall prepare and send to CPS a written report that includes the completed Department of Justice form. Forms are located in YES Charter Academy administrative office. Send forms to 5730 Packard Avenue, Marysville, CA 95901 and a copy to human resources.

(B) Disaster Procedures (Ed. Code § 32282(a)(2)(B))

Disaster Plan (See Appendix C-F)

LEVELS OF EMERGENCIES:

Level One Emergencies

o A localized emergency that school site and/or facility personnel can manage by following their own emergency plan. Example: Power outage, campus disorder, student injured

Level Two Emergencies

o A moderate to severe emergency, somewhat beyond YES Charter personnel response capability, which may require mutual aid assistance from the fire department, sheriff's department, etc. Example: Fire, bomb threat, intruder on campus.

Level Three Emergencies

o A major disaster that requires mutual aid assistance; recovery time is extensive and response time may be delayed or impaired \

PLAN IMPLEMENTATION:

The Emergency Response Plan will be:

- * Initiated by the Site Administrator or Designee;
- * Implemented requiring the support of all staff who are expected to remain on site and perform their assigned duties until released;
- * Reviewed annually for modifications
- * Submit for approval by YES Charter Academy Safety Committee and then the YES Council of Directors by March 1 of each year.

HAZARD ASSESSMENT:

* A physical survey of the campus for hazardous conditions will be performed each year under the direction of the Site Administrator or Designee. All staff members will report any hazardous conditions within his/her classroom or office space immediately.

STAFF TRAINING:

* Understanding training is the most effective way to ensure a safe response to natural or man-caused disasters, all certificated and classified staff will review the safety plan annually and discuss the responsibilities set forth in the Emergency Response Plan.

EMERGENCY DRILLS:

In accordance with state law:

- * Drills will be initiated by announcement or uniform bell.
- * Fire drills will be conducted no less than once every calendar month at the elementary level and at least four times every school year at intermediate levels. A fire drill will be held at the secondary level not less than twice every school year as stated in Education Code section 32001.
- * "Drop, Cover, and Hold" drills will be held twice per year to prepare students and staff for earthquakes.

EMERGENCY SCHOOL CLOSURE:

According to revisions to Education Code Section 46393. for school closure events occurring on or after July 1, 2025, ... a charter school that provides an affidavit to the State Superintendent shall certify all of the following:

- A. It has a local governing board- or body-adopted school safety plan in place meeting the requirements of Section 32282
- B. Either of the following:
 - i. It has offered pupil engagement and instruction at another site or;
 - ii. Due to extenuating circumstances, YES Charter Academy has not provided pupil engagement and instruction for more than 10 school days, shall describe what pupil engagement, services, and instruction it did provide to support its pupils during or immediately after the period of closure or material decrease in attendance.

Public Agency Use of School Buildings for Emergency Shelters (Ed. Code § 32282(a)(2)(B)(i)(II).)

Emergency Disaster Response NGOs like the Red Cross and similar government agencies may use public school buildings for emergency shelters when necessary and appropriate. Requests for use of YES Charter facilities will be received through the office of the principal/superintendent on a case-by-case basis and the school shall cooperate with such requests to the extent feasible.

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines (Ed. Code § 32282(a)(2)(C).) (BP 5144.1, 5144.2)

Students may be suspended for violations of CA State Education Code Sections 48900, 48900, 2 subsections and 48915.

The Council of Directors desires to provide YES Charter Academy students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulations.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity
5. Online or by electronic means relating to school, school staff, and/or fellow students

YES Charter Academy staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in Items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

Students in grades 9-12 may be suspended for disruption and/or willful defiance)

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion

proceedings have not been initiated, the Principal or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the principal shall recommend expulsion and the Council of Directors shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, or 289, or former 288a, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulations, the principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Council of Directors shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That, due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

A vote to expel a student shall be taken in an open session of a Board meeting.

The Council of Directors may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulations. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

Due Process

The Council of directors shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Principal or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulations. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Principal or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Council of Directors, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall dis-aggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension or expulsion of a student with disabilities shall be in accordance with Council of Directors Policy 5144.1 - Suspension And Expulsion/Due Process and this administrative regulation.

When a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team shall consider positive behavioral interventions and supports, and other strategies, to address the behavior. (Education Code 56521.2; 20 USC 1414)

Suspension

The Superintendent, principal, or designee may suspend a student from school for up to five consecutive school days, unless the suspension has been extended following a recommendation for expulsion. (Education Code 48911)

A student may usually be suspended from school for up to 20 cumulative school days, or 30 cumulative school days as permitted by Education Code 48903, in a school year, as long as the pattern of suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The Principal or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from the student's current educational placement for disciplinary reasons constitutes a change of placement.

A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. A decision has been made that would result in the removal of the student for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals.

- c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another

If a student's removal is determined to be a change of placement as specified in Items #1-2 above, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in the student's IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to the student or the student's parent/guardian when, as a result of a suspension, the student is excluded from school bus transportation. (Education Code 48915.5)

The principal or designee shall monitor the number of days, including portions of days, in which a student with an IEP has been suspended during the school year.

Interim Alternative Educational Placement Due to Dangerous Behavior

The YES Charter Academy may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by the student's IEP team. (20 USC 1415(k) (1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from the student's current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow the student to participate in the general education curriculum and to progress toward meeting the goals set out in the IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation, so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a decision has been made to suspend a student with a disability for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the YES Charter Academy's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504

If the student is a foster youth, the notice shall be given to the student's educational rights holder, attorney, and county social worker, and, if the student is an Indian child, the student's tribal social worker and, if applicable, county social worker. (Education Code 48853.5; 20 USC 1415(k)(1)(H); 34 CFR 300.530)

2. Manifestation Determination Review: Immediately, if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action (20 USC 1415(k)(1)(E); 34 CFR 300.530)

If the student is a foster youth or Indian child, the foster youth's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, shall be invited to participate in the manifestation determination review. (Education Code 48915.5)

At the manifestation determination review, the YES Charter Academy, the student's parent/guardian, and relevant members of the IEP team (as determined by the YES Charter Academy and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the YES Charter Academy's failure to implement the student's IEP, in which case the YES Charter Academy shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the student's conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student

If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which the student was removed, unless the parent/guardian and Principal or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

4. Determination that Behavior is Not a Manifestation of the Student's Disability: When it has been determined that the student's conduct was not a manifestation of the disability, the student may be disciplined in accordance with the procedures for students without disabilities

However, the student's IEP team shall determine services necessary to enable the student to participate in the general education curriculum in another setting and to allow the student to progress toward meeting the goals set out in the IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances), 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), the parent/guardian may appeal the decision by requesting a hearing. The YES Charter Academy may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Whenever a hearing is requested as specified above, the parent/guardian or the YES Charter Academy shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

The Governing Council of Directors' criteria for suspending the enforcement of an expulsion order shall be applied to students..

(D) Procedures to Notify Teachers of Dangerous Pupils (Ed. Code § 32282(a)(2)(D))

The YES Council of Directors desires to provide a safe, orderly working environment for all employees. As part of the district's school safety plan, the principal/superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for assisting them in the event of an emergency situation.

According to the Education Code (EC § 32282): (2) Identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, which shall include the development of all of the following:

Procedures to notify teachers of dangerous pupils pursuant to Section 49079

Dangerous students are defined per Education Codes 48900.

When a student that has a history of displaying dangerous behavior or is developing patterns of dangerous behavior, the staff member who becomes aware of the student shall notify the school administration. YES Charter Academy administration shall then notify all staff that may have contact with the student of the history of the student, dangers posed by the student, and discuss appropriate response strategies. If a student that has not had a history of dangerous behavior acts in a dangerous manner toward anyone in the school community, the matter shall be investigated by school staff, as time permits. If the behavior is determined by YES Charter Academy staff to need intervention by law enforcement, law enforcement shall be contacted by the school in an expeditious manner. If appropriate, an expulsion hearing may be conducted.

The Principal shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom. Pursuant to Welfare & Institution Code section 827(b) and Education Code section 48267, a criminal court will notify school administration when a student has engaged in certain criminal conduct. This information is forwarded to the Principal, who is responsible for prompt notification of the student's teachers, other administrators, and the student's counselor. This information must be kept confidential and may not be disseminated by any employee receiving such a notification to any other person.

Additionally, all teachers will be provided with a list of students in their classes who have one or more suspensions of a serious or violent nature in the current year or in the previous three years. This information will be provided at the beginning of the year or semester or whenever new students are enrolled or added to a class. Teachers will be advised that such information is confidential and not to be further disseminated.

(E) Sex-Discrimination and Sex Based Harassment Policies (Ed. Code § 32282(a)(2)(E))

Policy 4119.11: Sex Discrimination and Sex-Based Harassment

The following policy shall apply to all YES Charter Academy employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the YES Charter Academy.

The Council of Directors is committed to providing a safe work environment that is free of harassment and intimidation. The Council of Directors prohibits sexual harassment against YES Charter Academy employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Principal or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulations
2. Publicizing and disseminating the YES Charter Academy's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, fair, and equitable investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Principal or designee shall periodically evaluate the effectiveness of the YES Charter Academy's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the YES Charter Academy's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

YES Charter Academy employees who feel that they have been sexually harassed in the performance of their YES Charter Academy responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a YES Charter Academy administrator, or the YES Charter Academy's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any YES Charter Academy employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.

The following administrative regulation shall apply to all allegations of sex discrimination and sex-based harassment by and against district employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by a student.

Definitions

Sex discrimination includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics.

Sex discrimination, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)

1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct
2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district

Examples of Sex Discrimination and Sex-Based Harassment

Examples of actions that might constitute sex-based harassment under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sex-based activity; sex-based jokes or stories; unwelcome sex-based slurs, epithets, threats, innuendoes; derogatory comments; sex-based degrading descriptions; or the spreading of sex-based rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails or messaging; or displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; or cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, and oversee the district's response to discrimination complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Louise Miller
Principal
9841 Texas Hill Road
530-692-2210
lmiller@yescharteracademy.org

Training

The Superintendent or designee shall ensure that all employees receive training regarding sex discrimination and sex-based harassment in accordance with state and federal law.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment as specified in Government Code 12950.1. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.
12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)

The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)

1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity
2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment
3. The notification and information requirements specified in 34 CFR 106.40 and 106.44

The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, type of training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall retain for at least seven years the materials used to provide training as specified in 34 CFR 106.8, and to make these materials available, upon request, to members of the public. (34 CFR 106.8)

Notifications

To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.

In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, the Superintendent or designee shall ensure that a copy of the Board policy and this administrative regulation:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sex-based harassment
2. The definition of sex-based harassment under applicable state and federal law
3. A description of sex-based harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact CRD and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by CRD and the EEOC

Additionally, the district shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of sex-based harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sex discrimination and sex-based harassment by and against employees shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

If sex discrimination or sex-based harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the sex discrimination or sex-based harassment, prevent recurrence, and address any continuing effects.

(F) School-wide Dress Code Relating to Gang-Related Apparel (Ed. Code § 32282(a)(2)(F).)

The YES Charter Academy faculty and administration are dedicated to offering a wholesome education - inclusive of the learning environment in which the children attend school. Students are to give proper attention to personal cleanliness and to wear clothes that are suitable for YES Charter Academy activities in which they participate.

Students' clothing must not present a health or safety hazard or a distraction which would interfere with the education process. The major responsibility for dress and grooming is placed upon the student and the student's parents.

The administration reserves the right to decide the appropriateness of the student's attire.

Inappropriately dressed students will be expected to change clothing. The following guidelines are intended to define appropriate student attire and personal grooming and shall apply to all regular school activities. We intend to provide our students with a school environment that is clean, positive, and uplifting. We ask for your support in helping the YES Charter Academy form a healthy school time setting by guiding your children towards appropriate school attire.

Your support is most needed and appreciated in the following areas:

- Students should dress for the weather and/or come dressed anticipating the weather
- Shoes must be suitable for P.E.; Sandals must have a back strap. All shoes need to be firmly attached to the feet and without flashing lights or wheels.
- Clothes should be sufficient to conceal undergarments and ensure privacy at all times.
- Saggy clothing is discouraged. Students may be asked to change if clothing prohibits them from moving freely.
- Clothing and jewelry must be free of writing, pictures or any other insignia which are crude, vulgar, profane, advocate the use of drugs, alcohol, tobacco, violence, or gang affiliation.
- Hats and hoods must be removed inside all buildings.

Students who come to school dressed inappropriately will be asked to change into clothing provided by the office or will need a change of clothes brought to school by parent/guardian.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (Ed. Code § 32282(a)(2)(G).)

YES Charter Academy Visitors/Outsiders Policy & Procedures (BP1250)

The ingress and egress of pupils to and from school is monitored by school staff. YES Charter Academy has lockable gates at the entrance and exit of the driveway. School pick up and drop off are monitored by a minimum of two staff. Students who ride the bus are loaded and unloaded in a different driveway area as those who are picked up and dropped off to ensure safety. YES Charter Academy entry door is locked during the school day and once the period of student arrival is over. Students do not have access to the YES Charter Academy building unless a school staff member is present. Anytime there are students outside of the classroom, a staff member is present for safety reasons. Exits are clearly marked with signs. Evacuation maps are posted in every room for student/staff safety.

The YES Charter Academy Council of Directors believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and

community members to visit the schools and participate in the educational program consistent with this Board policy, the accompanying administrative regulations, and any procedures established by the Principal or designee.

To ensure the safety of students and staff and minimize interruption of the instructional program, the Principal or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours shall be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during non-instructional time.

Any person who is not a student or staff member shall register immediately as a visitor upon entering any school building or grounds when school is in session.

The principal or designee shall provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. (Education Code 51512)

Any visitor who is in a school building or on school grounds when school is in session shall behave in an orderly manner while on school grounds and by utilizing the district's complaint process if they have concerns with any district program or employee. In accordance with Penal Code 626.7 and Administrative Regulation 3515.2 - Disruptions, the principal or designee shall request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds, in accordance with Board Policy and Administrative Regulation 3515.5 - Sex Offender Notification. The principal shall report to the Superintendent or designee anytime such a request is received and notify the Superintendent or designee if permission is granted or denied. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity.

The principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code 626.81)

The Superintendent or designee shall post at every entrance to each school and school grounds a notice describing registration requirements, school hours or hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Education Code 32211; Penal Code 627.6)

Unless otherwise directed by the principal or designee, a staff member shall accompany visitors while they are on school grounds.

Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session. (Education Code 35160)

Registration Procedure

In order to register, a visitor shall, upon request, furnish the principal or designee with the following information: (Penal Code 627.3)

1. Name, address, and occupation
2. Age, if less than 21
3. Purpose for entering school grounds

4. Proof of identity
5. Other information consistent with the provisions of law

Principal's Registration Authority

The principal or designee may refuse to register any visitor if the principal or designee reasonably concludes that the individual's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The principal or designee may revoke any visitor's registration if there is a reasonable basis for concluding that the individual's presence on school grounds would interfere, or is interfering, with the peaceful conduct of school activities or would disrupt the school, students, or staff. (Penal Code 627.4)

When a visitor fails to register, or when the principal or designee denies or revokes a visitor's registration privileges, the principal or designee shall request that the individual promptly leave the school grounds. If a visitor is shown reasonable cause to believe that the visitor is willfully disrupting the orderly operation of a school, the principal or designee may issue a "Stay Away Letter" in accordance with Penal Code 626.4.

When a visitor is directed to leave, the principal or designee shall inform the visitor that if the visitor reenters the school within seven days the visitor may be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

Appeal Procedure

Any person who is denied registration or whose registration is revoked may appeal either of these determinations by submitting, within five days after the person's departure from school, a written request for a hearing to either the Superintendent or the principal of the school at which the registration was denied or revoked. This request must state why the person believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or principal shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or principal shall be held within seven days after receipt of the request. (Penal Code 627.5)

(H) A Safe and Orderly School Environment Conducive to Learning (Ed. Code § 32282(a)(2)(F).)

Component:

School Climate

Element:

All staff members are trained in the Nurtured Heart Approach (NHA) and PBIS.

Opportunity for Improvement:

Train all returning staff at the beginning of YES Charter Academy year, and newly hired staff upon arrival at YES Charter Academy.

Objectives	Action Steps	Resources	Lead Person	Evaluation
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Hold NHA training during the week of preservice before student attendance begins for all staff. Train staff hired after the start of YES Charter Academy year within a week of arrival at YES Charter Academy.	Obtain training materials and online links for training of newly hired staff during YES Charter Academy year.	Sutter Yuba Behavioral Health Prevention and Early Intervention Certified NHA Trainer	Louise Miller	Observe NHA language used by staff in classrooms and the playground.
Hold refresher sessions during YES Charter Academy year for teachers, classroom aides, and yard duty staff.	Obtain training materials and online links for NHA training during professional development time.	Sutter Yuba Behavioral Health Prevention and Early Intervention/ NHA publications	Louise Miller	Request feedback from students on school climate and feelings of being supported.

Component:

Behavior Management Support

Element:

Train staff in Positive Behavior Intervention and Supports (PBIS) known as SPARRK at YES

Opportunity for Improvement:

Implement PBIS consistently throughout YES Charter Academy year.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Hold regularly scheduled awards assemblies to recognize positive behavior.	Schedule the assemblies. Make certificates. Purchase prizes.	Cafeteria, SPARRK certificates,	Louise Miller, Principal/Superintendent	Request feedback from students and teachers on usefulness of program
Implement Tier 2 interventions for students with challenging behavior.	Schedule time during professional development to analyze PBIS data, identify Tier 2 students, and make a team plan to support their positive behavior.	PBIS World website	Eve Domingo, Learning Center Director	Track behavior documentation of Tier 2 students

Component:

Student Social/Emotional Resiliency

Element:

Identify and implement restorative practices.

Opportunity for Improvement:

Identify and implement the program.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Identify a program	Research evidence-based programs	YCOE and other partners	Eve Domingo, Learning Center Director	Request feedback from staff presentations on programs.
Identify funding	Present program to County Office of Education	Budget and plan 2023-24 LCAP	Louise Miller, Principal/Superintendent	Check annual budget
Train staff and students	Schedule training	Master schedule	Louise Miller	Request feedback from students and staff on usefulness of program
Select Restorative Practices starting in 2023-2024 school year	Restorative Practices Training completed by Dawn Kaundart	2023-2024 LCAP Restorative Practices Literature	Dawn Kaundart	Reduction in number of suspensions

(I) School Discipline Rules and Consequences (Ed. Code § 32282(a)(2)(H).)

Yuba Environmental Science (YES) Charter Academy Student Conduct Code

Our core beliefs guide our attempts to individualize disciplinary procedures and to help students see reasonable connections between their behavior and the resulting consequences.

1. All parties involved in conflicts will be heard and treated with dignity and respect.
2. Students will learn, with guidance, how to solve their problems in a respectful way and experience consequences.
3. Students will think of various solutions and evaluate which solution is best for all involved.

YES Charter Academy provides an exemplary educational program for all students. Good teaching and an orderly environment set the stage for academic excellence. All students should be aware that their parents and teachers share the expectation of them to achieve their highest potential, be on their best behavior while in school, in the cafeteria, on the playground, on their way to and from school or on the bus.

YES Charter’s discipline plan is based upon positive behavior intervention and supports, (PBIS) behavior matrix, and is focused on developing responsibility for one’s own actions. The plan is based on a code of conduct, which is reinforced through specific rules developed for classrooms, playground, lunch, and bus travel. The plan also includes the offenses for which a student may be suspended under the California Education Code 48900. Parents are encouraged to discuss the behavior matrix and student handbook at home to assure the students full comprehension of the rules and the reasons why these rules exist.

Students are expected to develop responsibility for their actions, to cooperate with others (students, teachers, other adults), to develop a positive attitude toward their school learning process, and to be courteous and respectful of others at all times. It is the responsibility of the student to be aware of YES Charter Academy rules.

CLASSROOM STANDARDS

Appropriate school behavior is encouraged by all of the staff. Students that violate the code of conduct detract from their own ability to learn and distract other students from learning. When time is taken to correct a student's behavior, it comes directly from the time available for instruction. This is unacceptable. Therefore, each teacher has established standards for their classroom. These standards are posted in the classroom and sent home at the beginning of the year.

Conduct Code Procedures

Rules are necessary to ensure the safety and welfare of all children. These rules apply before, during, and after school anywhere on the campus. These are posted prominently on the document, YES SPARRK Behavior Matrix, a PBIS document in hallways and classrooms. The PBIS acronym that YES developed is SPARRK:

Steward of the Environment

Positive Team Player

Academic Master

Responsible Citizen

Resourceful

Kind

When a student fails to observe the rules, the following disciplinary actions will be taken:

As a Positive Behavior Interventions and Supports (PBIS) school, we follow a progressive discipline policy, with specific steps to ensure the best behavior support for our students. Consequences may include loss of recess/activity, a logical consequence, campus beautification, change of academic setting, or suspension. We proactively teach all students behavior instruction, which is designated and integrated into each instructional day. Students that do not follow the defined and taught expectations are supported with consistent behavior interventions and supports. Low level Incidents are documented, appropriate consequence & instruction is given. Major offenses are referred to the office by staff.

Administration thoroughly investigates and documents the incident(s) Disciplinary consequences are assigned that are in compliance with Education Code and state and federal law. The incident(s) is documented within the student file.

Parent/guardian is contacted. Behavior instruction and expectation review is administered to students.

SEVERE CLAUSE FOR EXTREMELY SEVERE CASES, including but not limited to, bullying, fighting, theft, possession of drugs or weapon or harassment, students may be sent directly to the principal on the first offense. The principal will determine the consequences and notify parents.

(J) Procedures to Prepare for Active Shooters (Ed. Code § 32282(a)(2)(J).) (This portion will be taken out prior to the website posting to ensure safety of all at YES Charter)

(K) Limitations on Active Shooter/Lockdown Drills (Ed. Code § 32282(a)(2)(K))

Education Code section 32282, subdivision (a)(2)(K), restricts the drill procedures that can be used to prepare students for active shooter situations. Accordingly, whenever a Lockdown or other drill is held to prepare students for responding to an active shooter, those drills shall be designed to comply with the following features:

- (1) Lockdown drills shall not be “high-intensity” drills, meaning they shall not include simulations that mimic an actual school shooter or other armed assailant, such as by using theatrical makeup, fake blood, actors, or participation of students in acting out active resistance to an assailant.
- (2) The drill shall not use real weapons, gunfire blanks, or explosions.
- (3) The drill shall be designed pursuant to a trauma-informed approach, meaning:
 - a. It shall be age and developmentally appropriate in content and terminology, as determined in consultation with school-based mental health professionals;
 - b. Advance notice of the drill (and its expected length of time) shall be provided to parents and guardians, teachers, administrators, and school personnel;
 - c. It shall offer the opportunity for parents/guardians to opt their students out of participation;
 - d. An announcement of the drill shall be given before and after the drill;
 - e. A notice shall be given to parents/guardians after the drill has concluded; and
 - f. The school shall provide contact information for community-based resources to parents/guardians, pupils, and staff who are negatively impacted by the drills.

(L) Procedures to Assess and Respond to reports of Dangerous Unlawful or Violent Activity (Ed. Code § 32282(a)(2)(L))

YES Charter Academy takes its role in providing a safe and trusted learning environment very seriously. If any student, family member, or member of its extended community learns of any dangerous, violent, or unlawful activity that they believe has occurred, is occurring, or may occur at the school or at or near any school-sponsored or school-related event or location, they are strongly encouraged to report that activity—anononymously if necessary—to the Principal.

A report can be sent by a legible written note, by email, or by telephone to the following: **Louise Miller, Principal 530-692-2210**. Reports should include place, time, the general nature of the activity being reported, whether any life-threatening activity or weapons are involved, and any other important details. Any report of activity that imminently threatens or involves an imminent potential loss of life should first be made to 9-1-1, immediately.

YES Charter Academy shall promptly review every report received as soon as possible, shall make a record of every report received, and shall make a reasonable inquiry into each, as necessary, to ensure to the greatest reasonable extent that no dangerous, violent, or unlawful act occurs at any school-related or school-sponsored event, or on school-provided transportation to any such event. The investigatory response taken by the school and actions taken will be logged as well.

(M) Life-Threatening Medical Emergency Response Procedures (Ed. Code § 32282(a)(2)(M)).

Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial **911**.

1. Medical emergencies involving students or employees must be reported to the Principal or his/her designee.
2. Dial 911 or direct someone to do so, provide the following information:
 - a. School name and phone number
 - b. Building address including nearest cross street(s)
 - c. Exact location within the building
 - d. Your name and phone number
 - e. Nature of the emergency
3. Do not hang up until advised to do so by dispatcher
4. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
5. Ask someone to dispatch a first aid/CPR trained employee to the victim.
6. If the victim is showing signs of cardiac arrest and is on a school site with an automatic external defibrillator (AED), procedures for retrieval and operation of the AED shall be followed and volunteers trained in the use of an AED shall be brought to the victim as soon as possible.
7. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
8. Do not move the victim unless there is danger of further injury.
9. Do not give the victim anything to eat or drink.
10. Draft a written incident report and submit it to the School Principal, or his/her designee, before the end of the next workday. **Whenever 911 is called, you must submit and file an approved incident report (i.e. with Principal signature) within 24 hrs. of the incident.**

(N) Protocols for Responding to Apparent Opioid Overdose (Ed. Code § 32282(a)(2)(N)).

STEP 1: Evaluate for Signs of Overdose.

- a. All employees will be trained to recognize the following signs of an opioid overdose:
 - Unconsciousness or inability to awaken;
 - Slow or shallow breathing or breathing difficulty, such as choking sounds or a gurgling/snoring

- noise from a person who cannot be awakened; and
 - Fingernails or lips turning blue/purple.
- b. If any person is suspected of suffering an overdose, any employee shall first attempt to stimulate the person by:
 - Calling the person’s name;
 - Then, vigorously grind knuckles into the sternum (breastbone) or rub knuckles on the person’s upper lip.
 - c. If the person responds, assess whether he or she can maintain responsiveness and breathing.
 - d. Continue to monitor the person, including breathing and alertness, and try to keep the person awake and alert.
 - e. If unresponsive, call 911, consider providing rescue breathing if the person is not breathing on their own or get help from someone trained in emergency response techniques, and administer one dose of naloxone or get help from someone trained and comfortable administering a naloxone product

STEP 2: Call 911. Calling 9-1-1 at the appropriate time is an essential step to getting someone with medical expertise to care for the person suspected of experiencing an opioid overdose. If no emergency medical services (EMS) or other trained personnel are on campus, activate the 9-1-1 emergency system immediately. All that needs to be reported is “Someone is unresponsive and not breathing” and then report the specific address and/or description of the location on the campus where the person is located. After relaying this information, follow the dispatcher’s instructions. If appropriate, the 911 operator may instruct you to begin CPR and implement rescue breathing, which you may perform or have another responsible and/or trained adult perform. Follow these and all instructions given by 911 operators until emergency responders arrive.

STEP 3: Support the Person’s Breathing. Supporting breathing is an important intervention and may be lifesaving on its own. Rescue breathing can be very effective in supporting respiration, and chest compressions can provide ventilatory support. If trained to perform rescue breathing and comfortable doing so, it is recommended that you administer it to someone experiencing opioid overdose symptoms if they are having difficulty breathing. If you are not trained in rescue breathing or are not comfortable administering rescue breathing, call for help from school medical personnel, if any, or other individuals who may be trained in rescue breathing or other emergency medical response techniques.

- a. Rescue breathing for adults involves the following steps:
 - Be sure the person’s airway is clear (check that nothing inside the person’s mouth or throat is blocking the airway).
 - Place one hand on the person’s chin, tilt the head back, and pinch the nose closed.
 - Place your mouth over the person’s mouth to make a seal and give two slow breaths.
 - Watch for the person’s chest (but not the stomach) to rise.
 - Follow up with one breath every 5 seconds.
- b. Chest compressions for adults involve the following steps:
 - Place the person on his or her back.
 - Press hard and fast on the center of the chest.
 - Keep your arms extended.

STEP 4: Assist Emergency Responders. After emergency responders arrive on site, assist them with any requests they may have while tending to the individual experiencing the overdose. Keep other students and unnecessary persons out of the way and make sure the path is clear to the individual needing emergency assistance and back to an ambulance, if necessary. Continue to comply with 911 operator instructions until told to hang up.

DO’s and DON’Ts:

DO attend to the person’s breathing and cardiovascular support needs by administering oxygen or performing rescue breathing and/or chest compressions.

DO put the person in the “recovery position” on the side, if you must leave the person unattended for any reason.

DO stay with the person and keep them warm.

DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person by shouting, rubbing your knuckles on the sternum, or light pinching, the person may be unconscious.

DON'T put the person into a cold bath or shower. This increases the risk of falling, drowning, or going into shock.

DON'T inject the person with any substance. The only safe and appropriate treatment is naloxone.

DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into lungs can cause a fatal injury.

Procedures for Preventing Acts of Bullying and Cyber-bullying Policy 5131.2

Procedures for Preventing Acts of Bullying and Cyber-bullying

Bullying is behavior that includes the use of any physical, verbal, electronic, written or other means. This intentional aggressive behavior, which may occur in person or online can have long term harmful effects. In addition to the risk of physical injury, victims of bullying are at risk for depression, anxiety, suicidal behavior, physical health problems, substance abuse into adulthood, low academic achievement, and poor social and school adjustment.

Cyberbullying is bullying by means of an “electronic act”. An electronic act is defined as the creation and transmission originated on or off YES Charter Academy site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(a) A message, text, sound, or image.

(b) A post on a social network Internet Web site, including, but not limited to:

(1) Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed in the first paragraph.

(2) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the first paragraph. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(3) Creating a false profile for the purpose of having one or more of the effects listed in the first paragraph. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

According to research, bullying is considered a significant public health problem. National indicates that between 20 and 30 percent of children and youth are bullied at school each year, with certain vulnerable groups at even higher risk, including students with disabilities and LGBTQ youth. This intentional aggressive behavior, which may occur in person or online can have long term harmful effects. In addition to the risk of physical injury, victims of bullying are at risk for depression, anxiety, suicidal behavior, physical health problems, substance abuse into adulthood, low academic achievement, and poor social and school adjustment.

To combat this identified problem, YES Charter Academy follows the protocols and procedures:

- Restrict use of personal cell phones on campus
- Install and maintain cyber security software for student communication on school platforms
- Teach bully prevention and cyber bully prevention
- Teach cyber security and acceptable use of the internet
- Teach within the PBIS program the principles and practice of being a positive team player, responsible citizen, and kindness
- Encourage students to report bullying and cyberbullying
- Investigate all reports of bullying and cyberbullying

Parents should be aware of and monitor the social media posting and browsing of students. Social Media bullying occupies many different forums including Internet websites with free registration and ease of registration, internet websites offering peer to peer instant messaging, internet websites offering comment forums or sections, and internet websites offering image or video posting platforms.

Staff and Student Expectations

Any staff member that observes, overhears or otherwise witnesses bullying (including cyberbullying), harassment, or intimidation, or to whom such actions have been reported must take immediate and appropriate action to intervene when safe to do so. Students who observe, overhear, or otherwise witness such actions must report the behaviors to a staff member. If YES Charter Academy determines through due process that its policies prohibiting discrimination, harassment, intimidation or bullying have been violated, disciplinary action, up to and including expulsion (for students) or dismissal (for employees) may occur. Remedial actions, which are designed to end the harassment, prevent its recurrence and address its effects on the harassed student, will be provided to the victim.

Training Students, Teachers, and Staff on Anti-Bullying and Anti-Harassment Policy

YES Charter will educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. YES Charter will also train teachers, staff, and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above.

Such training should, at minimum, provide agency personnel with the skills to do the following:

- Discuss the varying immigration experiences among members of the student body and school community;
- Discuss bullying-prevention strategies with students and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
- Identify the signs of bullying or harassing behavior;
- Take immediate corrective action when bullying is observed; and
- Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

Reports and Complaints

The principal or principal's designee is responsible for receiving and promptly investigating complaints alleging violations of this policy. All complaints of discrimination, harassment, intimidation, or bullying will be investigated and resolved within the timeline outlined in the YES Charter Academy Uniform Complaint Policy. The Uniform Complaint Policy also includes the appeal process for the complainant in case of a disagreement with the resolution of a complaint filed. The Uniform Complaint Form (Spanish translation) may be used but is not required in order to file a complaint.

Statewide resources will be posted on YES Charter website as follows:

[California Department of Education Bullying and Prevention Resources](#)

[School safety: Bullying and cyberbullying](#)

Safety Plan Review, Evaluation and Amendment Procedures

Ongoing review, evaluation and amendment of the School Safety Plan is accomplished through continuous discussion and reporting to the YES Council of Directors by the safety committee. The safety committee makes an annual review and updates to the plan that is reviewed and voted upon the YES Council of Directors.

Safety Plan Appendices

Emergency Contact Numbers

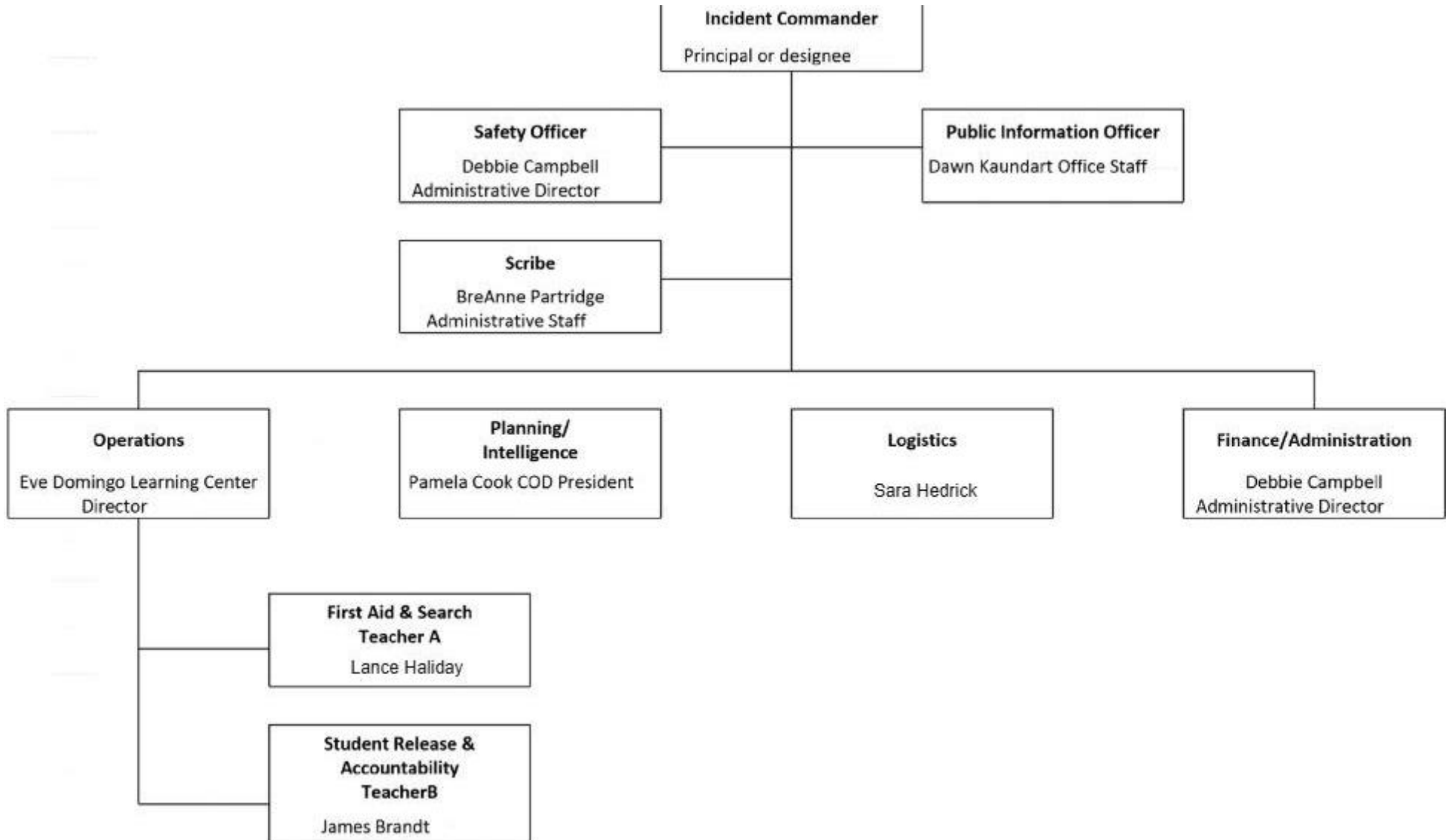
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Yuba County Sheriff, Fire, CHP, Ambulance	911	
Local Hospitals	Adventist Health	530 749-4300	
Emergency Services	Adventist Emergency	530 749-4511	
American National Red Cross	Red Cross	530 673-1460	
Other	Toxic Chemical Control	800 424-8802	
Law Enforcement/Fire/Paramedic	Yuba County Sheriff	530 749-7777	
Other	Victim Witness	530 741-6275	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Safety Committee Review	2-24-2025 9:30am	See Notes/Calendar
Public Hearing	2-26-2025 3:30pm	See Parent Square Announcement
Approval by YES COD	2-27-2025 3:30pm	See COD Minutes

Yuba Environmental Science (YES) Charter Academy Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions: Management, Planning and intelligence, Operations, Logistics, Finance and Administration

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by YES Charter Academy principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

The Incident Command Team (ICT) will identify the type of emergency.

Step Two: Identify the Level of Emergency

The ICT will determine whether the threat is Low, Medium or High.

Step Three: Determine the Immediate Response Action

The ICT will determine the immediate Response Action such as HARD LOCKDOWN, SOFT LOCKDOWN, SHELTER IN PLACE, EVACUATE or other depending upon the circumstances.

Step Four: Communicate the Appropriate Response Action

The ICT will communicate the appropriate response action to the authorities, emergency responders, and parents as the situation requires.

Types of Emergencies & Specific Procedures

Aircraft Crash

If you were witness to an airplane accident:

1. If able, call 9-1-1
2. Notify office
3. Move students to nearest safe area

When an accident occurs, Site Administrator or Designee will immediately:

1. Activate Site Incident Command Post which will:
 - a. Call 9-1-1
 - b. Contact YCOE
 - c. Assemble portions of the Incident Command team that may be able to assist with small fires or injuries.
2. Check evacuation routes for safety.
3. Consider evacuation of staff and students using the safest evacuation route.
4. Stay in control of all site activities until the arrival of emergency personnel.

Teachers will:

1. If outside, "drop, cover, and hold."
2. Following the accident, move students to the nearest safe location.
3. If inside and classroom is unsafe evaluate students using safest route to assembly area
4. Be ready to report missing, extra, or injured students.
5. When able, check your "buddy."
6. When able initiate extra duties as assigned After Emergency:
 1. Principal or Designee will deactivate Shelter in Place or Evacuation by announcing "ALL CLEAR."

Teachers will not release students until "ALL CLEAR" is heard.

2. Resolve CODE RED in CATAPULT EMS
3. Send a message out to parents using ParentSquare.
4. If student release is necessary, follow the release plan or students may return to their regular schedule.
7. YES may provide psychological services to assist in the counseling of staff and students.

Animal Disturbance

Animal Disturbance -

We will follow the Emergency Response Protocols using the Lock Out procedure.

Armed Assault on Campus

Armed Assault on Campus

We will follow the Emergency Response Protocols using the Lock Down procedures.

1. Notify police department using 911
2. Safety is the main concern. Keep everyone in an area under cover and concealed if possible. Stay behind solid walls and doors. Keep away from windows.
3. If the suspect is seen, do not engage the suspect. This could generate a hostage situation.
4. If the suspect is outside, try to keep him/ her outside. If it is safe, lock the entry doors.
5. A suspect should be considered armed, unstable and extremely dangerous.
6. Have a special/pre-arranged all-clear signal when the situation/school is safe/secure.

Biological or Chemical Release

Biological or Chemical Release -

1. Teacher/Aide- Have all students report to class.
2. Teacher/Aide- Call fire, medical rescue, or 911 for Emergency assistance.
3. Teacher/Aide- Shut off air conditioner, close doors and windows.
4. Teacher/Aide- Take roll.
5. Teacher/Aide- Notify School Attendance Clerk of any missing students.
6. Principal/Superintendent lead or assign designee.
7. Teacher/Aide-If walking is the only mode of evacuation, move cross- wind (never up or down- wind) to avoid fumes.
8. Principal/Superintendent or designee- Do not allow students and staff to return to YES Charter Academy until Fire Department Officials declare the area safe.
9. Principal/Superintendent or designee- Notify Associate Superintendent of the damage, injuries and decisions made. Take action to either:
 - a. Continue with regular program or
 - b. Proceed with evacuation or with alternate plans to stay on site.

Bomb Threat/ Threat Of violence

Bomb Threat Threat of Violence - "Lock Down" will consist of:

1. Teacher/Aide-Remain calm and keep the caller on the telephone as long as possible.
2. Teacher/ Aide-Complete as much of the BOMB THREAT CHECKLIST as possible.
3. Teacher/Aide-Notify the principal or designee of the bomb threat.
4. Principal/Superintendent or designee- May institute any or all of the following actions based on the information received by the person who took the bomb threat call:
Caution all personnel against picking up any strange objects.
Call 911.
Request a building search by faculty or staff designated to perform this function in your emergency plan.
Look for unusual packages, boxes, objects or devices - something that does not belong.
When a suspicious object is found, notify the principal or designee.
School /Office personnel should not touch, jar, move, or in any way disturb the object found.
Secure the building and allow only authorized personnel to enter.
Do not allow students or staff to return to YES Charter Academy/office buildings until advised that it is safe by the Fire Department officials or the Sheriff's Department.
5. Principal or designee-Notify County Office of Education Superintendent of the damage, injuries and decisions made. Take action to either:
 - a. Continue with regular program, or
 - b. proceed with evacuation or with alternate plans to stay on site.

Bus Disaster

Bus Disaster-

"Lock Down" will consists of:

1. Keep students in rooms down low and quiet. Lock doors, turn out the lights and close windows and shades.
2. Teachers direct any students in the halls to move into the nearest room and stay.
Teachers on break, collect your students and return to your classroom.
3. Take roll and note missing students.
4. Wait for information. Do not call the office unless you have information to give on a specific situation.
Personnel without students find the nearest room and stay there until notified.
4. Principal or designee will decide actions to be taken.
5. After the threat of imminent danger has passed, the Principal may instruct students and staff to leave the building, and go home.
6. Within twenty-four hours of the incident, the principal will send a letter home to parents explaining the reason for the action.

Disorderly Conduct

Disorderly Conduct

Use the HEAR method of actions for de-escalating emotional situations:

- H Hear the person out. Let the frustrated customer tell their side of the story and vent their feelings.
- E Empathize, acknowledge and respond to customer's feelings.
- A. Ask/answer questions. Ask the customer questions to get the information you need to help with their situation.
- R Take responsibility for assisting in helping the customer to resolve the problem.

This type of threat should be evaluated very carefully as to the emotions at the time of the treat or the cause of the threat. This type of threat could easily escalate into violence. Precautions should be taken to avoid a one-on-one confrontation after a threat is received from a potentially dangerous individual.

Always notify your supervisor, Department management, and Human Resources of personal threats.

When a threat comes from a co-worker, it may be appropriate for Human Resources to request an evaluation of the "aggressor's" personal employment history.

The principal or designee should interview the people who work directly with the potential aggressor to acquire information such as:

Does the person have ready access to weapons?

Has the individual been openly vocal about personal problems or work problems, or has he/she been making open threats?

If the threat is considered to be "real," Human Resources should notify law enforcement immediately.

REAL THREATS: You are physically confronted by a co-worker or client with intent and ability to do bodily harm. You must stay very calm and try to calm the person down verbally. Agree with the person, even if you disagree.

It is safer to agree than to force a confrontation.

Do not do anything to escalate the situation.

Try to notify other staff of the situation and the potential danger, without being obvious.

If possible dial 911; leave the line open if you cannot talk directly.

In most cases, Emergency operators will be able to listen and trace the call's origin.

Emphasize key words such as weapon, bomb, hostage and location to tip the police to your circumstances.

Ask questions that will direct the anger away from you.

Do everything you can to direct the person's anger to someone or something that is in another location.

You need to take as much time as you can to try to remove yourself from the threat or buy time to allow help to arrive.

The person you are dealing with may or may not be rational.

Be very careful not to make any sudden moves or show excitement in your voice. Be patient and calm.

Discussing the cause of the hostility may allow you to defuse the situation or provide you the opportunity to escape.

Earthquake

Earthquake

1.Principal or designee -Sound alarm signal

2.Teacher/Aide- Announce "Duck and Cover"

3.Teacher/Aide -Will facilitate the removal of the students from the buildings when the quake has subsided.

Use bells (if operable) as a signal for action to leave the building. Take an Attendance log book, classroom Emergency Contact Binder and first aid kit.

4.Teacher/Aide -Will move students/staff to open areas away from buildings and utility wires. Administer first aid, if necessary.

5. Teacher/Aide Will take roll and identify any missing students/staff.
6. Principal or designee- Will inspect buildings for possible damage and/or injured people. Assign other personnel to assist in a thorough inspection of the facility.
7. Principal or designee- Will shut off gas, electricity, and water, if appropriate.
8. Principal or designee- Will get advice from competent authority about building safety. If necessary, the maintenance department will send help.
9. Principal or designee- Does not allow anyone to return to the building until approved by the Assistant Superintendent.
10. Teacher/Aide -Notify principal or designee of damage and injuries.
11. Principal or designee-Notify County Office of Education Superintendent of the damage, injuries and decisions made. Take action to either:
 - a. Continue with regular program, or
 - b. Proceed with evacuation or with alternate plan to stay on site

Explosion or Risk Of Explosion

If a fire or explosion occurs:

1. Drop, Cover, and Hold.
2. If able, call 9-1-1
3. Notify the main office.
4. If able, evacuate students to the nearest safe location.

The Site Administrator, Program Manager or Designee will:

1. Activate the Site Incident Command Post which will, among other things;
 - a. Contact the fire department/9-1-1- for assistance
 - b. Contact Superintendent's Office
 - c. Assemble portions of the Incident Command team that can assist in small fires, immediate medical issues.
2. If evacuation is necessary, check for the safest route.
3. Caution should be taken to maintain a safe upwind position away from the fire.
4. If the alarm is used, verify the situation with the fire department.
5. (Explosion) Check immediate area for physical hazards and dangers to rescue and first aid personnel. Teachers will:
 1. Upon signal for evacuation, check first for the safest evacuation route to the assembly area.
 2. Place the appropriate color card on the door. (See below)

In each school location, during emergency situations, YCCPCS staff and teachers will communicate with **YES Charter Academy** Safety Team.

Indicate "Shelter in Place" and that there is at least one person in the classroom with traumatic injury.

Indicate "Shelter in Place" and that there is at least one person in the classroom with minor injury.

Indicate "Shelter in Place" and that there is at least one person in the classroom who is deceased.

Indicate "Shelter in Place" and that there are no circumstances that need to be immediately addressed. Indicate the classroom has been evacuated.

After Emergency:

1. Principal or Designee will deactivate Shelter in Place or Evacuation by announcing "ALL CLEAR."

Teachers will not release students until “ALL CLEAR” is heard.

2. Resolve CODE RED in CATAPULT EMS
3. Send a message out to parents using ParentSquare.
4. If student release is necessary, follow the release plan or students may return to their regular schedule.
9. YES COD may provide psychological services to assist in the counseling of staff and students.

Fire in Surrounding Area

In case of a fire in the surrounding area, YES will prepare to evacuate students in coordination with the Yuba County OES, Office of Emergency Services and YCOE administration.

Evacuation will be done in two stages:

Stage ONE Evacuation: All students and staff are evacuated from buildings and stationed at a safe location on campus. Stage TWO Relocation: At the direction of the Site Administrator or Designee, all students and staff are relocated to a determined location off campus at time of event.

Evacuation Plan Checklist:

- ? Detailed evacuation routes
- ? Designated areas for each teacher and class
- ? Areas of supervision
- ? Transportation points (for busses and autos)
- ? Student Release Area
- ? Press Area TEAMS:
- ? Crisis Response Team ? Student Release Team OTHER:
- ? Emergency cards and census list (Always ready to be taken to student release area)
- ? Parent/ Guardian sign out log or forms
- ? Impaired mobility list (Location of these students throughout YES Charter Academy day)
- ? Classroom evacuation materials
- ? Communication Plan (How teachers will communicate to the Safe School Leadership Team)

Fire on School Grounds

YES Charter Academy building has strategically placed, functioning fire extinguishers and a manual pull switch to activate the fire alarm. Evacuation routes are clearly posted by the exits in each classroom. For the protection of all occupants of the building, in case of a fire or disaster, the following evacuation procedures have been established:

1. The set alarm is distinctive and recognizable as a signal to evacuate. The evacuation alarm signal established can include “A possible fire has been reported in the building, please exit the building.”
2. Order a verbal evacuation if the fire alarm does not sound.
3. Call 911.

4. Notify the principal/superintendent.
5. Stay calm and remain quiet. If teachers and students are talking, directions and other information cannot be heard.
6. Everyone should clear the building immediately. Walk - Do not run.
7. Teachers/aides will supervise egress from the classrooms into the designated evacuation areas according to the Emergency Evacuation Routes marked on the maps posted in every classroom and office.
8. If heavy smoke is present, crawl or stay near the floor for breathable air.
9. In case of FIRE ONLY, close the doors upon evacuating.
10. Teachers/aides will take their roll books and emergency bags to the evacuation site, take roll, and complete an attendance report. Teachers will submit reports and identify any missing student(s).
11. If an emergency evacuation occurs when you are in the corridors, join the nearest class in leaving the building and then report to your designated Evacuation Area.
12. If an exit is barricaded, then the next nearest exit should be used.
13. The custodian/maintenance staff shall assist by shutting off gas valves, electricity, etc.
14. The administrative staff or designee will take the student emergency forms to the evacuation area.
15. Notify students and staff if and when it is safe to return to YES Charter Academy site and/or building under the direction of the Fire Department and in consultation with the principal/superintendent or designee.
16. If it is unsafe to return to the building, students will be supervised and release procedures will be initiated.

Flooding

When notification of imminent flooding occurs, Site Administrator or Designee will immediately:

1. Activate Site Incident Command Post which will:
 - a. Contact Superintendent's Office for instructions
 - b. Assemble portions of the Incident Command Team as necessary (such as Site Facility Check to turn off utilities and check for safest evacuation routes).
 - c. Listen to news on battery operated radio.
 2. Determine need and ability to evacuate staff and students.
 3. Check evacuation routes for safety.
 4. Cancel all scheduled outside events
 5. Stay in control of all site activities
- Teachers will:
1. If evacuation is ordered, follow the plan. Follow instructions of the principal or designee.
 2. Be prepared to report missing, extra or injured students.
 3. When able, initiate additional duties as assigned.

After Emergency:

1. If buildings have flooded, they must be inspected before occupancy.
2. Principal or Designee will deactivate Shelter in Place or Evacuation by announcing "ALL CLEAR."

Teachers will not release students until "ALL CLEAR" is heard.

2. Resolve CODE RED in CATAPULT EMS

3. Send a message out to parents using ParentSquare.
4. Student release is necessary, follow the release plan
8. YES COD may provide psychological services to assist in the counseling of staff and students.

Loss or Failure Of Utilities

Loss or Failure Of Utilities

In the event of a power outage, the Principal will notify the Business Administrator 1. Determine if entire building is without power; If it is:

2. Are neighboring buildings without power? If they are:
Contact PG&E to verify the reason and expected length of outage.
3. If the problem is internal, the Business Administrator will contact the maintenance department of an electrical contractor.
4. Teacher/Assistant- team members will check the building for people needing assistance.

Motor Vehicle Crash

Motor Vehicle Crash- "Lock Down" consists of:

1. Teacher/ Aide-Will keep students in rooms down low and quiet. Lock doors, turn out the lights and close windows and shades.
 2. Teacher/ Aide- Will direct any students in the halls to move into the nearest room and stay.
Teachers on break, collect your students and return to your classroom.
 3. Teacher/Aide- Will take roll and note missing students.
 4. Teacher/ Aide- Will wait for information. Do not call the office unless you have information to give on a specific situation.
Personnel without students find the nearest room and stay there until notified.
 5. Principal or designee will decide actions to be taken.
- After the threat of imminent danger has passed, the Principal may instruct students and staff to leave the building, and go home.
6. Within twenty-four hours of the incident, the principal will send a letter home to parents explaining the reason for the action.

Pandemic

In case of Pandemic, follow guidance by local, state, and national health officials. Guidance by the local Bi-Counties Health Department will be communicated through the Yuba County Office of Education. Be prepared to pivot to distance learning by having lessons available through Google Classroom, and by having one to one student electronics.

When students are permitted to return to in person learning, have a supply of PPE on hand. Divide students into cohorts, and prepare campus for physical distancing. Have a mask policy in place. For more detailed information, refer to YES COVID Prevention Plan, and YES COVID 19 School Guidelines Checklist.

Psychological Trauma

Psychological Trauma

YES Charter Academy does not have an onsite counselor, as we contract with an online service.

We will reach out to a local provider such as Sierra Family Health Center, Yuba-Sutter Behavioral Health Prevention and Early Intervention, or Victor Services for an in-person social worker.

The social worker will meet with the students affected and take steps to inform appropriate personnel. **YES Charter Academy** will always provide follow-up care to the students impacted.

Suspected Contamination of Food or Water

Suspected Contamination of Food or Water

We will follow the Emergency Response Protocols using the evacuation procedures and we will release the students to their parents/guardians.

We will follow directives from the county office and local officials before allowing students back on campus.

Tactical Responses to Criminal Incidents

Any portion of a safety plan that addresses tactical responses to criminal incidents... including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by school administrators. In developing such strategies, administrators shall consult with law enforcement officials and), if they choose to participate. However, those portions of the safety plan that include tactical responses to criminal incidents shall not be publicly disclosed. The principal or designee shall share the safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities.

Unlawful Demonstration or Walkout

Unlawful Demonstration or Walkout

YES Charter Academy would allow students to peacefully assemble.

If they choose to walk off the campus, one member of YES Charter Academy staff will accompany them to ensure their safety.

We will notify the local county sheriff's office to accompany us to help ensure student safety as they navigate through trafficked areas.

Emergency Evacuation Map

Adaptation for Students with Disabilities (Ed. Code § 32282(a)(2)(B)(i).)

Students with known disabilities should have emergency response accommodations noted in their 504 or IEP to indicate additional assistance that may need to be implemented in case of various emergencies covered by this safety plan. Students with known disabilities will also have a pre-designated location in their classrooms that are reserved for them during lockdown, shelter-in-place, and earthquakes.

In the event of an emergency, students with disabilities may have an additional staff person assigned to their classroom to carry out accommodations and assistance with disaster response procedures. The additional staff person will assist the student and teacher during the emergency response.

General Strategies for Assisting Individuals with Disabilities During an Evacuation

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapor immediately.

To alert visually impaired individuals

- Announce the type of emergency.
- Offer your arm for guidance.
- Tell the person where you are going, obstacles you encounter.

When you reach safety, ask if further help is needed.

To alert individuals with hearing limitations

- Turn lights on/off to gain a person's attention -OR-
- Indicate directions with gestures -OR-

Write a note with **EVACUATION** directions.

To evacuate individuals using crutches, canes or walkers

- Evacuate** these individuals as injured persons.
- Assist and accompany to **EVACUATION** site, if possible -OR-
- Use a sturdy chair (or one with wheels) to move person -OR-

Help carry individuals to safety.

To evacuate individuals using wheelchairs

- ❑ Give priority assistance to wheelchair users with electrical respirators.
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.

Reunite the person with the wheelchair as soon as it is safe to do so.

Reunification Plan

After an emergency situation is resolved, if deemed necessary, we will initiate the reunification process where all students must be picked up by a parent, guardian, or authorized caregiver.

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Monitoring Goals, Actions, and Resources for the 2024-25 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2024-25 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year's local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Yuba Environmental Science Charter Academy	Louise Miller Principal/Superintendent	lmiller@yescharteracademy.org (530) 692-2210

Goal 1

Goal Description

Basics & Conditions of Learning: Ensure the campus facilities are conducive to classroom and outdoor learning; the necessary materials are provided for project-based learning; and impactful standards-based instruction is regularly delivered by highly effective teachers and supported by administrative staff.

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
1.1	Facilities Inspection Tool (FIT) Report Score of "Good" LCFF Priority 1 Basics	Outdoor learning and project based learning facilities are in the development stage. Some electronic devices are aging.			A new walk in freezer has been installed. Three electric vehicle charging stations are in the process of being installed. 2/24	Outdoor learning and project based learning facilities are fully developed. Electronic devices are new or near new.
1.2	Percentage of teachers that will be appropriately credentialed & assigned LCFF Priority 1 Basics	25% have interim credential. 30% have PIP credential. 45% have full credential.			YES has one teacher with a PIP credential and three with intern credentials. The balance are fully credentialed.	100% of teachers have full credentialed.
1.3	Percentage of students who have access to standards-aligned instructional materials LCFF Priority 2. State Standards	100% of students have standards aligned ELA and mathematics materials. 100% have NGSS aligned science materials.			A new math curriculum has been in use since the 22-23 school year. YES is in the process of identifying a new ELA curriculum to implement starting in the 24-25 school year.	100% of students have standards aligned ELA and mathematics materials. 100% have NGSS aligned science materials.
1.4	Percentage of students who have access to academic content standards LCFF Priority 2. State Standards	All students have access to academic content standards.			YES staff continues to focus on the implementation of state standards.	All students have access to academic content standards.
1.5	Number of teachers who have training in PLCs, ELA and math curriculum LCFF Priority 2. State Standards	Teachers have training in math curriculum. Teachers are scheduled to have training in newly adopted ELA curriculum and in the function of PLCs.			Two sessions of PLC lesson studies have been completed with substitute teachers hired to give YES teachers time to observe their PLC team. Paid PD time was allocated for PLCs to debrief.	Teachers will be trained in the math and ELA curricula. Teachers will be trained and work in PLCs a minimum of 2 times per month, divided among math and ELA

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
1.6	Percentage of students with access to a broad course of study LCFF Priority 7. Broad Course of Study	All students have a broad course of study.			YES continues to offer a broad course of study.	All students have a broad course of study.
1.7	Percentage of students who have an individualized Learning Plan (ILP)	All students have an Individualized Learning Plan (ILP)			All teachers updated ILPs for students at the end of the 2nd trimester.	All students have an Individualized Learning Plan (ILP)
1.8	Technology: Instructional Technology	All teachers have adequate laptops in good working condition. Teacher laptops				All teachers have new model laptops in excellent working condition.
1.9	Percentage of students who have one to one Technology: Student Devices	All students students have a grade-appropriate electronic device . Examples: Chromebooks (replacement rotation), Chargers. Not all students have headphones.				All students have a grade-appropriate electronic device . Examples: Chromebooks (replacement rotation), Chargers, headphones
1.10	Number of Professional Development opportunities provided for teachers.	All YES teachers are provided professional development in core math and ELA curriculum and SEL. No teachers have been provided PD in PLCs.				All YES teachers are provided professional development in core math and ELA curriculum , SEL, and PLCs.

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.1	Facilities, Safe and positive learning environment	Yes	Partially Implemented		In Process. All students have the exclusive	\$374,951.00	\$82,533

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	YES Charter Academy will provide a safe and positive learning environment with appropriately maintained facilities, including outdoor learning spaces for general use and for CTE classes. Students will have one to one electronic devices.				use of a chromebook. We are adding solar electric and have other improvements in process.		
1.2	Staffing: Certificated Teachers including CTE and Administrators Ensure highly-qualified teachers and administrators are available to all students. Staffing costs including salaries and benefits for the following employees: 12 Classroom Teachers, 2 CTE, 2 Administrators, 1 Part time Special Education Teacher	Yes	Partially Implemented		We have identified one CTE teacher from our current staff and are onboarding another CTE teacher.	\$1,101,936.00	\$553,237
1.3	Standards aligned instructional materials. Staffing costs including salaries and benefits for the following classified support staff: 1 Business Manager, 1 Attendance Clerk, 1 Administrative Assistant, 1 Family Liaison, 1 Custodian, 1 Maintenance 3 Full-time Aides	Yes	Partially Implemented		Staffing remains on track.	\$921,955.00	\$450,467
1.4	Implementation of academic content standards	Yes	Partially Implemented		YES provides in-house special	\$90,000.00	\$57,713

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	MOU with the County Office of Education to provide in-house Special Education Services: Speech/Language, School Psychologist, Occupational Therapy				education with one full time Special Ed Director, one part time Special Ed teacher, and one aide.		
1.5	System of Assessments - Formative & Summative Multiple types of formative and summative assessments to monitor students' academic progress and identify strengths and needs in order to modify instruction and identify necessary interventions. Associated costs are as follows: iReady Assessments, Interim Comprehensive Assessments (ICA); Interim Assessment Blocks (IAB), curriculum embedded assessments.	No	Partially Implemented		YES uses iReady assessments, reading fluency assessments, and assessments embedded in the curriculum.	\$37,137.00	\$14,057
1.6	Core Curriculum: Annual Replenishment of Consumables for ELA, Mathematics, Science, & History Purchase of standards-aligned consumables for mathematics, science and English/language arts and history.	No	Partially Implemented		Needed materials purchased	\$40,000.00	\$46,184
1.7	Software Licenses- Admin/Operations	No	Partially Implemented		On track		

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	Subscriptions for the following online programs and applications: PowerSchool, DocTracking DTS, Parent Square, Respond Edu, Read Naturally						
1.8	Technology: Instructional Technology Costs associated with upgrading of technology to ensure classroom instructional technology is aligned to 21st century teaching and learning. Teacher laptops	No	Partially Implemented		On track	\$40,000.00	\$10,670
1.9	Technology: Student Devices Students will be provided with a grade-appropriate electronic device to enhance learning in the classroom. Examples: Chromebooks (replacement rotation), Chargers, Headphones,	Yes	Partially Implemented		On track	\$14,148.00	\$3,265
1.10	Professional Development YES will provide professional development in the following programs: * Illustrative Math (by Implementation Partners) * Savvas ELA * Green Ninja Science	Yes	Partially Implemented		In process. Trainings in PBIS, Illustrative Math, E-Portfolio, NHA, Restorative	\$37,500.00	\$30,361

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<ul style="list-style-type: none"> * Social Emotional Learning * PLCs for math and ELA 				Justice completed		

Goal 2

Goal Description

English/Language Arts: Ensure students are demonstrating annual growth and progress in the mastery of English Language Arts standards as demonstrated by an improvement in grades, local formative assessments, and state-mandated assessments.

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
2.1	Students' growth on local iReady ELA and fluency assessments LCFF Priority 8 Pupil Outcomes	iReady ELA assessments and fluency assessments show opportunity for growth.			YES has changed from STAR assessments to iReady assessments for monitoring academic achievement in ELA and math. We have disaggregated the data from the baseline assessment, 1st trimester and 2nd trimester assessments to drive instructional decisions. We have allocated 25% of a teaching position to providing instructional support using iReady data.	All grade level students will show one year of growth on iReady ELA assessments. All below grade level students will reach grade level or show 2 years of growth.
2.2	Annual Growth on CAASPP ELA LCFF Priority 4 Pupil Achievement	2024 CAASPP assessments show opportunity for growth.			CAASPP results showed significant growth with the CA dashboard showing ELA moving from Red to Yellow. ELA Distance From Standard Change From Previous Year Grouping 66.7 points below standard Increased 31.1 Points Hispanic 59.3 points below standard Increased	All students will meet the grade level standard, or increase one level from the previous year on the CAASPP ELA assessment.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
					16.4 Points Socioeconomically Disadvantaged 59.6 points below standard Increased 15 Points All Students	
2.3					N/A Note: Data suppressed to protect student privacy when fewer than 11 students	
2.4					N/A Note: Data suppressed to protect student privacy when fewer than 11 students	
2.5					“No performance level” Less than 11 students – data suppressed (Source: CA Dashboard 2022 English Learner Progress Indicator)	

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
2.1	Data informed ELA ILPs, Goals, & Interventions Created and Monitored by ELA PLCs Administer iReady and fluency ELA diagnostic assessments at the	Yes	Partially Implemented		iReady assment data used to inform instructional decisions for		

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>beginning of the year to all students to create individualized learning plans (ILPs). Based on the data, employ Rtl to form targeted intervention groups or individual instruction. Meet in ELA PLCs to set ILP goals, monitor progress and modify instruction throughout the year. Disaggregate data by subgroups. **Costs for teachers and materials captured in Goal 1**</p>				<p>classes, small groups, and individual students</p>		
2.2	<p>Writing Initiative ELA PLCs will use standards based writing rubrics to assess all students' writing 3 times per year and give feedback to students. Teachers will administer CAASPP interim writing assessments, grade and give feedback to students. ELA PLCs will use data from writing assessments and CAASPP interim assessments to monitor progress and modify writing instruction throughout the year.</p>	No	Partially Implemented		<p>Time in aftercare is set aside for homework help. We have one tutor employed</p>		

Goal 3

Goal Description

Mathematics & Science: Ensure students are demonstrating annual growth and progress in the mastery of state standards in mathematics and NGSS standards in science.

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
3.1	Annual Growth on local iReady math assessments LCFF Priority 8 Pupil Outcomes	Current iReady math assessments show opportunity for continued growth.			% students with improved placement in iReady math at end of 2nd trimester. Grade 1 44% Grade 2 60% Grade 3 85% Grade 4 37% Grade 5 32% Grade 6 53% Grade 7 31% Grade 8 43%	All students will score at grade level (green) or above, or show growth of two grade levels.
3.2	Annual Growth on CAASPP math LCFF Priority 4 Pupil Achievement	2024 CAASPP math assessments show opportunity for continued growth.			2023 CAASPP Math Hispanic 112.1 points below standard Increased 43.9 Points Socioeconomically Disadvantaged 87.7 points below standard Increased 42.3 Points All Students 87.8 points below standard Increased 35.5 Points	All students will score at meets standard level (green) or above, or show significant growth from the previous year's CAASPP math assessment.
3.3	Annual Growth on CAST science achievement LCFF Priority 4 Pupil Achievement	2024 CAST assessment shows room for continued growth.				5th and 8th grade students will show growth over the previous year's CAST scores.

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.1	<p>Data informed Math ILPs, Goals, & Interventions Created, Monitored and Modified by Math PLCs</p> <p>Administer iReady math diagnostic assessments at the beginning of the year to all students to create individualized learning plans (ILPs). Based on the data employ Rtl to form targeted intervention groups or individual instruction. Meet in math PLCs to set ILP goals, monitor progress by administering iReady 2 to 3 more times, and modify intervention groups and instruction based on data throughout the year. Disaggregate data by sub groups. **Costs for teachers and materials captured in Goal 1**</p>	Yes	Partially Implemented		Data used to create small group and individual instruction supported by 25% position.		
3.2	<p>CAASPP Interim Assessment Practice Supported by Math PLCs</p> <p>Math PCLs and CAASPP Coordinator will meet to create pacing guides to administer math CAASPP Interim assessments strategically throughout the year based on standards taught. Math PLC team members will use the data to modify math instruction. Disaggregate data by sub groups.</p>	Yes	Planned		Earth Day scheduled for April 20, 2024 All classes scheduled to participate.	\$1,000.00	

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.3	PBL Environmental Science Project YES students will participate in their class PBL environmental science project preparation and presentation in a way that addresses authentic environmental issues, incorporates the scientific method of inquiry, and uses of mathematical reasoning.	No	Partially Implemented		In need of more tutors to meet this goal		

Goal 4

Goal Description

Positive School Climate & Culture: Students increase engagement by partnering with local agencies, organizations, and businesses for project-based learning, service learning, and career technical education (CTE) that addresses authentic, environmental issues and incorporates the scientific method of inquiry.

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
4.1	Suspension Rate LCFF Priority 6 School Climate	Suspension Rate is 4%			Suspension rate TBD (lower than last year)	Suspension Rate of 0%
4.2	Expulsion Rate LCFF Priority 6 School Climate	Expulsion Rate is 0%			0% Expulsion rate to date 2/24	Expulsion Rate of 0%
4.3	Increase attendance rates LCFF Priority 5 Pupil Engagement	Attendance Rate is 96%			Survey not administered yet.	Attendance Rate of 97%
4.4	Chronic Absenteeism rates LCFF Priority 5 Pupil Engagement	Chronic Absenteeism Rate is 5%			Survey not administered yet.	Chronic Absenteeism Rate of 0%
4.5	Middle School Dropout Rates LCFF Priority 5 Pupil Engagement	Middle School Dropout Rate is 0%			93%	Middle School dropout Rate of 0%
4.6	CTE Program Implementation LCFF Priorities 5 Pupil Engagement & 8 Other Pupil Outcomes	YES to open CTE programs in the 2024-2025 school year.			0.5%	High School Dropout Rate of 0% CTE fully implemented
4.7					0%	
4.8					Changed goal from Environmental Science Fair Participation to Environmental PBL participation. All students participating in PBL and preparing for a presentation at Earth Day community festival.	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
4.9					CTE teachers in Forestry & Natural Resources and Entrepreneurship have been identified and slated to teach these courses starting in the 2024-25 school year.	

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
4.1	<p>Strategies, Programs, & Activities to Promote Student Engagement</p> <p>The school will schedule monthly school wide activities planned in partnership with the YES Student Council. Student Council members are elected by their peers and include a Spirit Coordinator and representative from each class. Additionally, YES will host student recognition assemblies at the end of each grading period/testing cycle for academic growth, PBIS (SPARRK) behavior, and attendance.</p>	No	Partially Implemented		Students Council has planned and carried out Great Kindness Challenge and a school dance. They are planning a week of festivities during Read Across America week in March, 2024		
4.2	<p>College and Career Explorations and Curriculum</p> <p>Schedule field trips, assemblies, and guest speakers around college and career explorations. Purchase curriculum that samples varied careers from Career Technical Education (CTE), including, but not limited to Forestry and Natural</p>	Yes	Partially Implemented		To date there have been 5 science field trips and numerous science guest speakers. 2/24	\$10,883.00	\$5,493

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	Resources, Entrepreneurship, and Design, Visual and Media Arts.						

Goal 5

Goal Description

Family Involvement & Engagement: Increase family involvement through school events focused on supporting their child(s) academic and personal success, as well as preparation for college and career.

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
5.1	Number of family members involved through input in decision-making via Site SSC and COD Committees LCFF Priority 3 Parent Involvement	2 to 3 parents participate in decision making meetings.			In process	All parents will have access to decision making SSC and COD committees. 5 to 7 family members will regularly attend YES COD committee meetings and/ or COD meetings and be involved in the decision making process.
5.2	Number of family members who attend opportunities for input in decision-making as well as participation in programs/workshops for families of unduplicated students and Students with Disabilities LCFF Priority 3 Parent Involvement	Five annual workshops with an average of 5 participants each.			8 COD meetings to date 3 Coffee with the principal and family liaison meetings to date Back to school Night	Nine annual programs/workshops with an average of 15 participants each.
5.3					Survey not administered yet.	

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
5.1	Strategies, Programs, & Activities to Promote Parent/Guardian Engagement The Family Liaison will hold daytime Coffee with the Principal,	No	Partially Implemented		Monthly Newsletter has been replaced with News and	\$500.00	

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>and evening social game & movie nights. Meetings of the SSC will be published at the start of the year, and regularly advertised through our newsletter to increase the number of parents who engage in the decision-making bodies of the school. We also encourage parents to attend the monthly meetings of the Council of Directors. Parent Square and the online News and Information tab on the school website will be the primary vehicles to ensure all families and staff are aware of these events. ** Costs for this action include hospitality and materials. Parent Liaison salary captured in Goal 1.**</p>				<p>Events tab on website. School events are published regularly on website and Parent Square. The recent art show at Yuba Sutter Arts & Culture had 4 times the parent attendance from the art show last year.</p>		

Impact to the Budget Overview for Parents

Item	As adopted in Budget Overview for Parents	Mid-Year Update
Total LCFF Funds	2,468,761	2,473,237
LCFF Supplemental/Concentration Grants	529,565	534,041