



## Educational Materials and Restitution Policy

This policy supports Monarch River Academy's ("School") efforts to remain a sound steward of public funds and ensure students continue to have access to educational materials.

The purpose of the Monarch River Academy Governing Board approving this Educational Materials and Restitution Policy is to accomplish the following:

1. Provide an Overview for the Educational Materials and Restitution Policy
  2. Outline the Procedures for the Restitution Process
1. **Overview:** Students attending School may receive access to certain School property during the course of the school year, including educational technology and textbooks, and they are responsible for ensuring the educational materials are returned (with reasonable wear and tear). California law states that the parent or guardian of a minor can be held liable to a school for all property loaned to and failed to be returned, or willfully damaged by a minor. The liability shall not exceed \$10,000.

The School shall seek restitution when a student, among other things, willfully cuts, defaces, or otherwise damage any property, or loses or fails to return property, borrowed or personal belonging to the School. This includes but is not limited to, installing unauthorized software applications, modifying, adding or deleting software or any alteration to the configuration of any and all IT computing devices - such as laptops and other devices.

The School, after affording the student due process rights, may withhold the grades, diploma, and official transcripts of a student until the student or parent/guardian pays for the lost or damaged school property (e.g., educational technology, textbooks, etc.). The School may also withhold full privileges of participation in school activities.

### *Withholding Grades, Diploma and Transcripts and Transferring Students*

The authority to withhold grades, diploma, or official transcripts applies only to situations where the student, parent or guardian has requested a copy of the student's records. **When a student transfers to another K-12 school, the student's permanent record must be sent to the**

**requesting K-12 school. If the student transfers to a K-12 school, a copy of the student's permanent record must be sent to the requesting district.** The permanent record, or copy, must be sent even though there may be charges or fees owed by the student, parent, or guardian. In such cases, upon sending the permanent student record to the new (receiving) school, the new school shall be notified of the restitution debt.

## **2. Procedures:**

1. School shall use inventory systems clearly identify the student and type of school property issued to the student.

2. School shall implement a restitution process by which students are afforded the opportunity to return the missing property or pay for the damages. Assuming the student returns the missing property or pays for damages, the debt is discharged and any withheld grades, diploma, or official transcripts of the student shall be released and the full privileges of participation in school activities shall be restored.

3. School shall follow the due process procedure listed below that allows the parent/guardian or student an opportunity to review and respond to the imposition of any fees or charges resulting from this policy.

a. The School shall provide the parent/guardian written notice of alleged loss or damage of school property ("Written Notice").

b. The Written Notice will inform families the School may contact law enforcement and/or refer the debt to a collections agency.

c. If the parent/guardian disagrees with the School's Written Notice, they may appeal the Written Notice in writing to **[INSERT SCHOOL OFFICIAL]**. The parent/guardian's appeal should explain why a fee or charge should not be imposed in response to the Written Notice.

d. After reviewing any information provided by the parent/ guardian, the Principal (or his/her designee) shall decide whether or not to withhold grades, diploma, or official transcripts and/or impose the fee for damages. The parent/guardian shall be notified in writing of the decision. The written decision of the Principal is final. There is no appeal beyond the school level.

4. Upon receiving notification of the School's decision ("Second Written Notice"), the parent or guardian must pay the outstanding obligation payable to the School or return missing property.

5. If the parent/guardian does not respond to the Written Notice or if a parent/guardian loses

their appeal, School may withhold the transcript, diploma, and grades until the debt is resolved. The Second Written Notice shall explain if the School is withholding the transcript, diploma, and grades until the parent/guardian pays or remedies the outstanding debt.

6. Upon receiving payment or the unreturned educational materials in satisfactory condition (e.g., reasonable wear and tear), the School shall ensure the debt is discharged. If the School withheld student's grades, diploma, and/or official transcripts, School shall release grades, diploma, and/or transcripts.

7. The purpose of this policy is to provide families reasonable opportunity to return missing educational equipment or pay for damaged and missing school property to avoid the School having to seek a legal recourse. If the Second Written Notice is unsuccessful, the School may consider referring the debt to a collections agency as a last resort.

## SAMPLE WRITTEN NOTICE FOR OVERDUE MATERIALS

**RE: WRITTEN NOTICE OF OVERDUE MATERIALS & UNPAID FINES**

Dear Parent or Guardian:

As part of [INSERT STUDENT NAME]'s enrollment with Monarch River Academy ("School"), your child was given access to school property for [INSERT SCHOOL YEAR]. You were required to return these educational materials at the end of the school year. You have failed to return the following: [INSERT PROPERTY].

California law provides that parents/guardians are responsible for school property loaned to students; therefore, we are requiring that the materials listed above be returned or payment of [INSERT COST OF PROPERTY] by [INSERT DUE DATE].

**The School is authorized to withhold the grades, diploma, and official transcripts of the student, or to deny participation in school activities that are deemed until the debt is addressed. If you do not resolve this debt, the School may contact law enforcement for theft or refer this debt to a collections agency.**

You have an opportunity to appeal the imposition of any fees or charges. If you wish to appeal this notice, you must provide a written appeal to [INSERT NAME AND CONTACT INFORMATION] by [INSERT DUE DATE – Same one as due date for payment]. This appeal must include the reasons why a fee should not be imposed.

If an appeal is submitted, after reviewing any information provided by the parent/guardian and student, the Principal (or his/her designee) shall determine whether or not to withhold grades, diploma, or official transcripts and/or impose the fee for damages. The parent/guardian and student shall be notified in writing of the decision. The decision is final. There is no appeal beyond the school level.

If you do not file an appeal or if the School confirms you owe the amount described above after the appeal, you are required to make a payment to the School to resolve the debt incurred for not returning School property. The School, in its discretion, may withhold grades, diplomas, and official transcripts until this debt is discharged.

If you have any questions or concerns about this letter, please contact the Principal, Dr. Laurie Goodman, [laurie@inspireschools.org](mailto:laurie@inspireschools.org).

ATTACHMENT B

SAMPLE SECOND WRITTEN NOTICE FOR OVERDUE MATERIALS WHERE FAMILY DID NOT RESPOND TO FIRST WRITTEN NOTICE

**RE: SECOND NOTICE OF OVERDUE MATERIALS & UNPAID FINES**

Dear Parent or Guardian:

As part of [INSERT STUDENT NAME]'s enrollment with Monarch River Academy ("School"), your child was given access to school property for [INSERT SCHOOL YEAR]. You were required to return these educational materials the end of the school year. You have failed to return the following: [INSERT PROPERTY].

California law provides that parents/guardians are responsible for school property loaned to students; therefore, we are requiring that the materials listed above be returned or payment of [INSERT COST OF PROPERTY] by [INSERT DUE DATE].

You did not respond to the Written Notice provided by the School on [INSERT DATE OF WRITTEN NOTICE]. Therefore, the School will withhold the grades, diploma, and official transcripts of [INSERT STUDENT NAME] as of the date listed above on this letter.

**If you do not resolve this debt by [INSERT DUE DATE], the School intends to refer this debt to a collections agency.** Please note that the School intends to also provide your contact information to law enforcement because your failure to return school property may constitute theft. Of course, we prefer avoiding these sorts of actions and trust you will return the school property immediately to resolve this matter. Your failure to return the educational materials harms your child and other school children who would otherwise benefit from these educational materials.

If you have any questions or concerns about this letter, please contact the Principal, Dr. Laurie Goodman, [laurie@inspireschools.org](mailto:laurie@inspireschools.org).