Subject: Withholding Student Records
Effective Date: TBD Until Board Approval
Approved By: Board of Directors
Policy: 5008.1

In accordance with Education Code 48904, the charter school will hold the parent/guardian liable for damages to real or personal property belonging to the school district.

Education Code Section 48904(a)(1) provides that the parent or guardian of a minor is liable for all damages caused by the willful misconduct of the minor that results in the injury or death of any pupil, school employee, or school volunteer. The parent or guardian is also liable for damages to real or personal property belonging to the school, or personal property belonging to a school employee, resulting from the willful misconduct of the minor. The parent or guardian of a minor is also liable to a school for all property belonging to the school loaned to the minor and not returned upon demand of an employee of the school authorized to make a demand. The liability of the parent or guardian shall not exceed the amount set forth by the CDE in Ed Code 48904(a)(1).

The charter school requires all families to return non-consumable materials once they have no more children enrolled. If the material was damaged, destroyed, or lost there must be written documentation by either the Education Specialist or Director stating why the damage, destruction or loss was willful. For the purposes of this policy, willful is defined as "done deliberately, especially with the intention of harming." Losing materials should be considered willful.

Education Code Section 48904(b)(1) provides that a school whose real or personal property is willfully cut, defaced, or otherwise injured, or whose property is loaned and willfully not returned upon demand, after affording the pupil due process rights, may withhold the grades, diploma, and transcripts of the pupil responsible until the pupil or parent pays for the damages. Before withholding the pupil's grades, diploma and transcripts, the Charter School shall notify the parent or guardian of the pupil in writing of the pupil's alleged misconduct. Any material that cannot be returned will be subject to either payment or voluntary work in lieu of payment.

The amount charged for the material will be the manufacturer's suggested retail price for the replacement of the material at the time the material was damaged, destroyed or lost. If the minor and parent/guardian cannot pay for the materials then Charter School shall provide a program of voluntary work for the minor or the parent/guardian in lieu of payment of monetary damages. Upon completion of the voluntary work, the grades, diploma and transcripts of the pupil shall be released. (Education Code Section 48904(b)(2).)

If at any time during this process the parent/guardian disagrees, they must send a written statement to the Superintendent.

Withholding Student Records Process

The Principal or Education Specialist is required to keep an inventory of all non-consumable materials. This inventory log must contain the following: the date the material was issued; the title/description of the material; either a parent or student signature affirming receipt of the material; the date the material was returned or when the item was willfully damaged, destroyed or lost.

If the material was damaged, destroyed or lost there must be written documentation by either the Education Specialist or Director stating why the damage, destruction or loss was willful. This written documentation must be forwarded to the department handling student records in Springs Charter Schools. Once the notification is received the records department will note the student information system, flag the student's cumulative file and place the withholding notice in the student's cumulative file. If the student's file is requested by another school, Springs Charter Schools will send written correspondence to the requesting school that the cumulative file and transcript will be held until the materials are returned, payment is made or work for payment is concluded. (See Education Code Section 48904.3(b).)

Any material that cannot be returned will be subject to either payment or work in lieu of payment. The amount charged for the material will be the manufacturer's suggested retail price for the replacement of the material at the time the material was damaged, destroyed or lost. If the pupil or parent/guardian cannot pay for the materials then the pupil or parent/guardian may work to pay off the materials. For each hour the pupil or parent/guardian works for Springs Charter Schools they will receive either $10 per hour or the minimum pay for the job they are performing, whichever is more. They will be assigned to work in the Administrative Office, Academy or Learning Center, depending upon necessity and geographic location.

The parent/guardian will be treated as Part A Volunteer per the Volunteer Policy. The parent/guardian may NOT:

a. Work with students unsupervised;
b. Be left unsupervised at any time; or
c. Work in or around any student records or student information.

Once the pupil or parent/guardian has completed enough hours their direct supervisor will inform the records department, in writing, of the amount credited. Once complete, the records department will note it in the student information system and release the cumulative file and transcripts.

If at any time during this process the parent/guardian disagrees they must send a written statement to the Superintendent. The Superintendent will then contact the employee who has requested withholding the records and the records department supervisor. If it is found that the materials are to be replaced then the Superintendent will notify the parent. If the parent still disagrees they may submit a written appeal and ask to be heard by the Governing Board at their next regularly scheduled meeting.