LEGAL MAILBAG – NOVEMBER 5, 2026



By Attorney Julia V. Wilde, Partner, Shipman & Goodwin LLP – GUEST COLUMNIST

The "Legal Mailbag Question of the Week" is a regular feature of the CAS Weekly NewsBlast. We invite readers to submit short, law-related questions of practical concern to school administrators. Each week, we will select a question and publish an answer. While these answers cannot be considered formal legal advice, they may be of help to you and your colleagues. We may edit your questions, and we will not identify the authors.
Please submit your questions to: legalmailbag@casciac.org.

Dear Legal Mailbag,

I write with another question from the magical world of public education, where common sense and the law occasionally pass each other in the hallway without making eye contact.

As I understand Connecticut's restraint laws, if a student is destroying property but does not pose an immediate or imminent risk of injury, staff generally cannot physically restrain the student to stop the destruction. Apparently, our legal obligation is to protect the student, not the furniture, computers, classroom materials, or personal belongings of other students and staff. Those unfortunate items have no statutory rights, no IEPs, and apparently no legal representation.

Of course, we employ de-escalation strategies and other appropriate interventions. But when those fail, our remaining options seem to be standing at a safe distance, offering calming words, and quietly calculating the replacement cost of whatever just flew across the room.

Which brings me to my question: If we are legally prohibited from stopping the demolition, can we at least send someone the bill?

Our district routinely holds regular education students financially responsible when they damage school property or the belongings of others. Break a Chromebook, buy a Chromebook. Seems simple enough. But whenever something in education seems simple, there is probably a federal regulation lurking nearby to correct that misunderstanding.

Can we hold a student receiving special education services, or their parents, financially responsible for damage caused by said student during an episode? Or would requiring reimbursement be considered discipline under the IDEA or Section 504?

And if the destructive behavior is related to the student's disability, must we first conduct a manifestation determination? I can already envision the meeting agenda: "Item 1: Determine whether the airborne Chromebook was a manifestation of the student's disability. Item 2: Determine who is buying the replacement."

I certainly appreciate the importance of protecting students from inappropriate restraint. However, I struggle with the possibility that we may be legally prohibited from stopping the destruction and then legally prohibited from recovering the cost.

Are we now required to provide a free appropriate public education, complete with complimentary property demolition?

Signed,
A Special Services Director Who Is Considering
Adding a Demolition Line Item to the Budget

Dear Considering a Demolition Line Item,

You are correct—state law regarding physical restraint protects the student and not the furniture. C.G.S. § 10-236b, governs restraint and seclusion in schools and allows seclusion or physical restraint only as an emergency intervention to prevent immediate or imminent injury to the student or others—not to property. It specifically bars using these measures as discipline, for convenience, or in place of a less restrictive intervention. State Department of Education guidance specifically emphasizes that “destruction of property” does not constitute an emergency absent immediate or imminent danger to others. Seeking payment for damage however, is not automatically barred because a student has an IEP.

C.G.S. § 10-228 allows boards to charge students who damage "textbooks, library materials or other educational materials." Boards may also withhold grades, transcripts or report cards until payment is made. Money the district collects for such damage must be credited back to the board as an additional appropriation. While furniture, walls, fixtures, or other non-instructional property don’t fall under § 10-228, separately, under C.G.S. § 52-572, parents can be liable for their minor children's willful or malicious torts, up to $5,000. Keep in mind though, this applies to willful or malicious conduct, not all property damage. Property ownership could also affect any ability to recover. Municipalities own school buildings, while the board just controls the property when used for school purposes, so recovery for a smashed window or wall may not come back to the board's budget. Finally, the belongings of other students or staff are not district property, thus the district has no reimbursement claim.

While nothing in these statutes specifically exempts students with disabilities, there are other things to consider before sending a bill. I infer from your question that property damage is most frequently engaged in by students with disabilities. The disciplinary protections afforded by the IDEA and Section 504 apply to removals that constitute changes in placement, and a manifestation determination is required when a disciplinary removal changes the student's placement. Asking for reimbursement for property destruction doesn't remove a student from school or otherwise change placement. It also is not one of the disciplinary actions contemplated under Connecticut law. So, the meeting agenda you describe is not legally required just because you send an invoice.

That said, there are at least two caveats to this analysis. First, FAPE must be provided to students with disabilities at no cost. Educational materials, equipment or assistive technology the IEP or 504 plan require are the board's responsibility. If, for example, the Chromebook is the student's IEP-required assistive technology device, billing the parents to replace it starts to look like charging for FAPE. Tread carefully there.

While discipline for property damage may be appropriate at times, districts must also avoid disciplinary action that discriminates against a student based on disability. This is why it matters whether the misconduct resulting in the damage was caused by the disability. Consider, for example, a documented pattern of dysregulation the IEP was supposed to address. Billing for damage in that case could look a lot like penalizing the disability, even if it doesn't constitute a change in placement requiring a manifestation determination. That risk grows if the district wasn't implementing the IEP or 504 plan with fidelity when it happened. It is hard to invoice a parent for conduct that would have been prevented if the behavior intervention plan had been implemented.

So practically speaking, what's a Board to do? First, ensure any charges for damage proceed under a board policy or procedure applied consistently to all students. Second, where conduct may be disability-related, bring in the PPT or the 504 team before the business office. While you may not be required to hold a formal manifestation determination prior to issuing a bill, convening a PPT or 504 meeting to review the behavior addresses the conduct in the appropriate forum. When behavior impedes learning, we may need to fix the program, and not the furniture. Teams must consider positive behavioral interventions, supports and strategies and a functional behavioral assessment and a behavior intervention plan are the main tools. Districts must also convene a meeting after four or more restraints or seclusions within twenty school days. Expensive, repeated destruction is a strong sign that the IEP/504 plan should be revisited and/or additional evaluations of the student are needed.

To be sure, FAPE does not include complimentary demolition. It does, however, require the district to treat the destruction first as an educational problem and only second as an accounts receivable problem. Document the team's review, be thoughtful about billing and any implications, and spend at least as much effort on the intervention plan as on the invoice.