

Responsibilities and Additional Consequences for Personal Injury or Property Damage

Intent of Policy

This purpose of this policy is to explain the additional consequences that may be imposed on the student and/or the student's parent or guardian when a student's willful misconduct results in personal and/or property damage. These consequences are in addition to any disciplinary actions imposed on student.

Parent Liability for Personal Injury or Property Damage

A parent or guardian shall be liable for damages caused by the willful misconduct of a student when:

1. It has been determined by Encore that the student engaged in some form of willful misconduct; and
2. Personal or property damage results from student's conduct in that:
 - a. Student's willful misconduct results in injury or death to any student, an Encore employee, and Encore volunteer; and/or
 - b. Student willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to Encore, or personal property of any Encore employee.

Limits on Parent Liability for Personal and/or Property Damage

The parent's or guardian's liability for a student's willful misconduct shall not exceed \$10,000 adjusted for annual inflation.

In addition to liability for any injury, the parent or guardian shall be liable for any reward Encore paid in association with the student's misconduct up to a maximum of \$10,000 adjusted for annual inflation.

Withholding of Grades, Diploma, and Transcripts

Encore may withhold a student's grades, transcripts, and/or diploma as follows:

1. Student's conduct has resulted in loss or damage to Encore property in that either:
 - a. Encore loaned real or personal property to student, Encore or one of its employees demanded the return of the property, and the student willfully maintained the property; or
 - b. The Student willfully cut, defaced, or otherwise injured, Encore property;



2. The Parent or guardian is provided a written notice that student's grades, transcripts, and/or diploma may be withheld. Written notice shall include a clear statement of each of the following:
 - a. The nature of the alleged misconduct;
 - b. A statement that the the parent or guardian is liable to Encore for the lost or damaged property pursuant to Education Code and Board policy;
 - c. An itemized accounting of all damages that Encore is claiming;
 - d. The date on which payment and/or return of property is due;
 - e. Encore may withhold student's grades, transcripts, and/or diploma if payment is not received.
 - f. Notify the parent or guardian that they have the opportunity to respond to the allegations regarding the student misconduct pursuant to Encore's policy on disciplinary hearings.

If, in accordance with these procedures, Encore determines that parent or guardian is liable for damages, and damages have not been paid or property returned, Encore shall withhold student's grades, transcripts, and/or diploma until the parent or guardian pays Encore for the damages.

Voluntary Work for Student if Parent Unable to Pay for Damages

If a student's parent or guardian is unable to pay for any damages or return the property to Encore, Encore shall provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work program, the grades, diploma, and transcripts of the student shall be released. (Ed. Code § 48904.)