The greatest threat to the success of ANY team, sport, or program is POOR attendance. We have established a STRICT attendance policy, which requires Members to submit a written request for missed practices.

ALL REQUESTS ARE SUBJECT TO DIRECTOR APPROVAL OR DENIAL. Each athlete will be allowed 5 <u>EXCUSED</u> and 3 <u>UNEXCUSED</u> absences for the season. Every absence exceeding the above maximums will result in a \$50 fine added to the athlete's account.

- Athletes must be at practice. Period. Routines, formations, tricks, stunts, and pyramids ABSOLUTELY require the presence of each team member. Excessive missed practices, tardies, and/or leaving early from practices, events, or competitions will NOT be tolerated. With attendance being so crucial, it is to be expected that missed practices/tardiness will affect an athlete's placement on his/her team and in his/her routine.
- Sick Policy: If you are sick/injured, but not to the point of seeing a doctor or contagious, you MUST still attend practice. You will not be required to participate; however, you must be present to see the changes made to your routine, hear announcements, and learn from the coaches' feedback even if you are not on the floor. A doctor's note may be requested.
- Excessive absenteeism can result in an athlete being suspended and/or removed from the COA program entirely.
- Only Absence Request Forms submitted electronically via the COA website will be considered.
- Missing ANY practice during **BLACKOUT WEEKS/MONTHS** prior to a competition will result in any combination of a fine, suspension, and/or expulsion from COA. Absence requests received after August 31, may be declined if the date(s) conflicts with Blackout weeks or months
- Extra practices are sometimes required before events and attendance is **MANDATORY**.
- Education is one of our priorities, however, football games, school dances, etc., are not considered an educational need and therefore will not be considered an excused absence. Proof of graded activities may be requested.
- Examples of excused absences (count toward the 5 allowed absences):
  - Fever, vomiting, diarrhea (with a doctor's note), family weddings, funerals, college visits/orientations, GRADED school events, court-mandated visitation with parents, family vacations (if they do not interfere with MAJOR all-star activities i.e., choreography, competitions, etc.). doctor appointments. We do ask for a TWO WEEKS notice regarding events such as weddings, school events, vacations, etc., which are planned well in advance.
- Examples of unexcused absences (count toward the 3 allowed absences):
  - ο Parties, practices/games/activities for other sports/clubs, minor illness (headache, etc.) family/friends in town,), work-related absences, multiple tardies, or absences not requested in advance.
- Phone calls/text messages on the day of practice, while expected as a courtesy, will not excuse an absence.
- Phone calls on the way to practice, while expected as a courtesy, will not excuse a tardy.
- All competitions are **MANDATORY and ALL DAY**. Missing a competition will be cause for removal from the COA program and be subject to fine assessments and terms of Breach of Contract Penalty.
- Athletes must follow all written and oral directions by coaches and chaperones while at any COA event.
- COA does not mandate group travel. Parents/athletes will be given information regarding each event including host hotels (travel comps), meeting times, and team activity information. Parents are required to make timely reservations in order to secure a room in the host hotel and/or look for other parents to share a room with. Depending on the competition, we may require athletes to arrive the evening before the competition and check in with coaches for practice rounds or team meetings. In any event, parents MUST follow all directions and get their athlete(s) to the designated place ON TIME. If an athlete misses a meeting time or check in, he/she may be suspended for the next competition.
- The COA staff reserves the right to remove any team member from a performance, team, or the entire program if the athlete misses ANY practice within two weeks of a performance, or a performance competition, or event. Under these circumstances, all monies paid to COA will be forfeited. **NO REFUNDS WILL BE ISSUED!**

### RISING STAR RECREATIONAL CLASS AGREEMENT

# All members are <u>required</u> to meet and <u>maintain</u> the minimum skills for the competitive team that they are assigned to.

#### \* Additionally, athletes who are not proficient in jumps, stunting, or dancing may be encouraged to enroll in Rising Star Recreational classes.

Team Members may be encouraged to participate in COA Rising Star Recreational classes. **However, Platinum competitive members Level 2 and higher will be required to take at least 1 class, sometimes 2**. At COA's discretion, any athlete that is not progressing toward and/or maintaining the skills required per their team placement, coaches may recommend enrolling in a Rising Star class and/or private lessons at the expense of the member. If progress is not made toward achieving a skill or maintenance of skills decline, the athlete may be moved to a lower-level team.

#### I agree to the following:

- I understand that COA is a competitive program and exceptional technique and athletic skills are ESSENTIAL to the success of the teams within the program.
- I understand that my child may be encouraged to participate in the COA Rising Star Recreational (RSR) program as a member of a COA competitive team.
- I understand that if my child participates in a Rising Star Recreation class, it is my responsibility to ensure that my child is in attendance.
- I understand that RSR class charges are treated the same as tuition payments; subject to the same fees, penalties, and/or fee assessments.
- I understand that if my child fails to meet and/or maintain the skill requirements of his/her team by competition season, he/she may be removed from that team and placed on a lower-level team.
- Participation in private lessons will be based on the coach's availability and rate all at the expense of the parent.
- I understand that if my athlete misses a RSR class for an acceptable reason, it is my responsibility to ensure the RSR class is made up within the billing period the absence occurred.
- I understand that in order to participate in private lessons my account must be in good standing.

### FINES ASSESSMENT

All monies collected under Fines Assessment are maintained in a separate fund and utilized for COA Facility improvements and equipment purchases. Payment of fines will be due on the 25th of each month.

## In addition to all other aforementioned charges, fees, and penalties, I/we have read and understand that our account is also subject to the following fines/assessments:

- \$ 15.00 fines will be issued for the following:
  - As a late fee per 15-minute increment that an athlete is tardy or late being picked up from practice or an event/performance.

#### • \$ 50.00 fines will be issued for the following:

- o Missing practice without ADVANCE notice. (Phone calls/text messages less than 4 hours PRIOR to practice will not constitute waiving this fee).
- o Excessive absences.
- o Failure to produce a doctor's note within 24 hours of request when the athlete sits out of practice.
- o Arriving late to a competition, COA performance, or parade OR leaving an event prior to being dismissed by coaches.
- o Not being in COA spirit wear or COA colors, not sitting with the team, OR SUPPORTING YOUR CHILD at any COA event.
- o Uniform (this includes hair and make up) violations at competitions, parades, or performance events.
- o Failure to attend mandatory parent meetings without written notice.

#### • \$ 60.00 fine will be issued for the following:

o Failure to pay tuition, assessment fees, or other fees applied to the account.

#### • \$75.00 fines will be issued for the following:

- Violation of COA rules that force athletes to be removed from practice.
- Athletes leaving practice floor or competition during instruction time in a defiant manner.
- Athlete being disrespectful to performers, families, staff, or coaches and other violations of behavior/commitment rules.
- Bank chargebacks.
- Purposely removing or locking your credit/debit card from your athlete account to prevent COA from receiving payment.
- Producing spirit wear items that bear the COA logo.
- Athletes who miss during Blackout weeks. NO EXCEPTION.

#### • \$100.00 fines will be issued for the following:

• No Show/No Call to a COA event or performance. Additionally, athletes will be placed on automatic suspension and recommended for expulsion from the COA program.

#### • \$250 fine per transaction will be issued for the following:

Having a failed payment in months November-January.

#### • \$100 - \$3,500 Equipment Repair/Replacement:

 As allowed by California Civil Code section 1714.1 (CA Parental Responsibility), repair and/or replacement costs for any equipment/property that is damaged due to athlete misconduct (vandalism or other defacement) will be charged to the financially responsible party for athlete(s) involved

### CONTRACT BUYOUT OPTION (EARLY TERMINATION)

#### As a member of COA you understand, agree, and accept the following:

\$ 500

+ CURRENT ACCOUNT BALANCE

Other:

#### BREACH OF CONTRACT PENALTY (INVOLUNTARY EARLY TERMINATION)

I/we support and agree with the measures and business practices employed by COA to ensure that all of its Members share the equal opportunity of benefitting from participation. As such, I/we have read and understand the following:

- 1. As Members of COA, I/we understand that we must follow all rules and requirements listed in the contract and all affiliated handbooks, information packets, handouts, brochures, etc.
- Staffing at COA is based on active participation. If a Member leaves a team after the expiration of the cancellation period, Member (and/or parent/legal guardian) will be subject to Breach of Contract Penalty and NO refunds will be made.
- 3. COA reserves the right to dismiss or suspend an athlete from their team and/or from the entire program at any time for the following reasons:
  - a) for any act or omission that is in breach of COA rules, policies and guidelines as set out in aforementioned documents.
  - b) for fees being more than 30 days overdue;
  - c) for excessive absences or tardiness;
  - d) No call or no show to a competition;
  - e) possessing, using, or being a party to use of any illegal drug, controlled substance, or drug paraphernalia;
  - f) athlete family members who are disrespectful in any way to COA staff.
  - g) committing any act which would be considered a criminal offense under any governing law;
  - h) talent level/fitness level (specifically lack of improvement);
  - for attitude problems, personality conflicts and disrespectful behavior towards coaches, Directors, staff, athletes, parents, or anyone else involved with the COA program including but not limited to: derogatory remarks, spiteful comments, unsportsmanlike behavior or harassment either verbally, written, texted, emailed, blogged or posted on a website or communicated via any other means;
  - j) for any other behavior that COA deems unacceptable.
- 4. Dismissal under any of the aforementioned violations will result in the automatic assessment of a **\$500 Breach of Contract fee**. This fee will be owed in addition to any and all outstanding/unpaid invoices.

I/we understand that any account not cleared to -0- balance within 30 days of withdrawing/expulsion from the program will be sent to collections and assessed an additional \$50.00 service fee unless other terms are arranged.