

# PARENT & STUDENT HANDBOOK 2025

Updated: April 16, 2025

# **MISSION:**

Our mission is to honor and share the powerful art of Samoan Siva Ailao Afi, while upholding the values of **Fa'aaloalo** (respect), **Mamalu** (honor), and **Aiga** (family). By doing so, we aim to strengthen the connection between our new generation and their cultural roots, fostering leadership within our Samoan community.

#### **VISION**:

Our vision is to educate both our students and the community about the importance of Samoan culture through the practice of Siva Ailao Afi. We are dedicated to training future champions who will share our culture proudly on the world stage, competing in prestigious World and International competitions, and continuing the legacy of our ancestors.

# **MEET DIRECTORS:**

Creative Director Jako Pupualii and Executive Director Jess Pupualii are leading a Polynesian dance troupe. We are dedicated to preserving and honoring our rich history through Siva Ailao Afi, while also shaping the future by nurturing cultural identity and empowering our youth.



# **DIRECTORS**:

Executive Director: Jess Pupualii

Creative Director: Jako Pupualii

# **BOARD OF DIRECTORS:**

President: Lemasani Talalemotu-Fihaki

Treasurer: Mana Kekahuna

Secretary: Lehuanani Kekaula Castillo

**CONTACT INFORMATION:** 

EMAIL: tupuleafi@gmail.com

PHONE: (808) 437-9855

## **SOCIAL MEDIA:**

INSTAGRAM: @tupuleafi

FACEBOOK: @tupuleafi

WEBSITE: www.tupuleafi.com

# **CLASS SCHEDULE:**

Class schedules may be modified at any time at the discretion of the directors based on different needs for the structure of our classes.

Friday's: 8:00pm to 9:30pm

Sunday's: 5:00pm to 6:30pm

# **PRIVATE LESSONS:**

Current students have the option to schedule additional private lessons for competition preparation, with an extra fee applied for each hour booked.

# TUITION:

Tuition for the current contract year should be paid in full after completing the recommended fundraiser. However, if you prefer, you are welcome to organize your own fundraiser instead of using our suggested option. Upon full payment of annual tuition, you will receive a receipt.

Tuition fees cover the cost of class instruction only. Please note the tuition fundraiser does not include additional expenses such as some uniforms, class materials, travel costs for competitions, and other fees.

Tuition payments will always have a set deadline each year. You will be given 2 to 3 months to complete your annual tuition fundraiser. During the 2 to 3 months of fundraising, a small deposit towards your class tuition will be required.

#### \*\*\*YEARLY TUITION IS NON-REFUNDABLE\*\*\*

# CLASS CANCELLATIONS OR MISSED CLASS:

By registering, you are committed to paying tuition for the entire contract year. Students and/or parents are responsible for the yearly tuition deadline, regardless of you missing classes or cancelled classes.

Classes may be canceled by directors due to any emergency, serious illness, safety hazard (i.e. weather), and due to any events/competitions related to our mission.

No exceptions will be made to waive or prorate tuition payments. No exceptions or refunds on all sales.

#### **CREDIT CARD FEES:**

A 4% processing fee applies to all credit card transactions.

Parents agree not to dispute credit card charges for tuition, class materials, or any other related class fees.

**CASH**: Cash has a NO processing fee.

# **TAXABLE ITEMS:**

Sales tax will be applied to uniforms, merchandise, and other taxable items, unless they are part of a group fundraiser.

# **ENROLLMENT**:

Parents are required to sign a dance contract annually as part of the enrollment process. This contract outlines important policies, expectations, and commitments for both students and parents for the upcoming year.

Signing the contract is mandatory for participation in the program.

# WITHDRAWAL:

To withdraw from our dance program, parents must email us at tupuleafi@gmail.com. Please note that withdrawing from the program does not entitle you to a refund for any class materials or yearly tuition fees already paid.

# **COMMUNICATION:**

By providing your phone number, you authorize us to send text messages to your mobile device regarding class schedules, announcements, and other important updates related to our program. Please note that standard messaging and data rates may apply based on your mobile carrier.

If you no longer wish to receive text messages, you may opt out at any time by notifying us directly and we will utilize email as a preferred communication.

# **CLASS DESCRIPTION:**

**<u>"Tamaiti" Beginner Class:</u>** Welcoming children ages 5 to 11, the Tamaiti beginner class introduces the fundamentals of Siva Ailao Afi terminology while emphasizing the core principles of traditional Samoan warrior dance. This class is designed to help students develop a deeper understanding and involves recognizing and valuing the rich traditions, customs, and history of the Polynesian people.

Students in this class will train without exposure to fire until they are invited to

advance to the "Le au Tau" advanced class.

Training without fire initially is crucial for safety, as it allows students to master the necessary techniques, control, and discipline required before handling fire. This foundational training ensures that they develop the proper skills, awareness, and confidence to perform safely when fire is introduced. By focusing on technique, body control, and movement without the added risk of fire, students are better prepared to handle the increased responsibility and potential hazards that come with working with fire, reducing the risk of accidents or injury.

<u>"Le au Tau" Advanced Class:</u> This class is the highest level at Tupu Le Afi, open to students selected by the directors based on skill level. Participants must have a strong understanding of Siva Ailao Afi terminology and technical skills, with consistency in good attendance. Students are expected to demonstrate a strong routine, showmanship, and must compete in at least one competition each year.

# HOLD HARMLESS AGREEMENT:

This Hold Harmless Agreement ("Agreement") is entered into by Tupu Le Afi ("Organization") and between Parent & Student ("Participant") and Tupu Le Afi ("Organization"), its officers, directors, employees, agents, and assigns Tupu Le Afi ("Organization"). By signing annual contract, the Participant acknowledges and agrees to the following:

#### 1. Assumption of Risk

The Participant understands that participation in dance, performance, and related activities, including those involving fire, carries inherent risks of injury or damage. These activities include, but are not limited to, physical exertion, use of props, and exposure to heat or fire. The Participant voluntarily assumes all risks associated with these activities.

#### 2. Hold Harmless and Indemnification

The Participant agrees to hold harmless, indemnify, and defend the Organization, its officers, employees, agents, and representatives, from any and all claims, demands, causes of action, damages, or liabilities arising from participation in

any activities conducted by the Organization. This includes, but is not limited to, any injury, loss, or damage to the Participant or any third party, whether caused by negligence, accident, or any other cause.

#### 3. Release of Liability

The Participant releases the Organization from any liability for injuries, damages, or losses that may occur during or as a result of participation in activities. This release extends to all known and unknown injuries, damages, or losses, regardless of whether they were caused by the negligence of the Organization.

#### 4. Acknowledgment of Insurance

The Participant acknowledges that they have adequate personal health insurance coverage and/or that the Organization does not provide health insurance for participants.

#### 5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

#### 6. Consent

By signing an annual contract, the Participant affirms that they have read, understood, and voluntarily accepted the terms of this Agreement.

# **MEDIA & PHOTO RELEASE:**

#### 1. Grant of Permission

I, the undersigned parent/guardian of the minor named in my signed Tupu Le Afi contract, hereby grant permission to Tupu Le Afi and its agents, employees, contractors, and assigns to photograph, record, or film my child's image, voice, and/or likeness (the "Media") during Tupu Le Afi classes or related events. The Media may be used for:

- Advertising, promotional materials, and marketing (including online, print, and video).
- Social media, websites, blogs, or other digital platforms.

• Educational or commercial purposes.

#### 2. Scope of Use

I understand that the Media may be used by Tupu Le Afi and its partners for various purposes. I waive the right to inspect or approve the Media before or after its use and acknowledge that no compensation or royalties will be provided.

#### 3. No Compensation

I agree that my child's Media will be used without compensation. The Media may be distributed worldwide in any format, including print, video, or digital.

#### 4. Compliance with Washington State Law

This Agreement is governed by the laws of the State of Washington. Any disputes will be resolved in Washington State courts.

#### 5. Voluntary Consent

I, the undersigned parent/guardian of the minor named in my signed Tupu Le Afi contract, confirm that I am voluntarily consenting to this Agreement on behalf of my child, having had the opportunity to ask questions and seek legal advice.

#### 6. Release from Liability

I waive any claims against Tupu Le Afi and its affiliates related to the use of the Media, including for invasion of privacy, defamation, or misrepresentation.

#### 7. Right to Withdraw Consent

I understand that I can withdraw my consent at any time by notifying Tupu Le Afi in writing, but this will not affect any prior use of the Media.

#### 8. Entire Agreement

This Agreement constitutes the full understanding between the parties and supersedes any prior agreements or discussions. Any modifications must be in

writing and signed by both parties.

# **CLASS STUDIO ETIQUETTE:**

At Tupu Le Afi, we strive to maintain a positive, respectful, and professional environment for everyone. Please follow these guidelines to ensure a safe and enjoyable experience:

- 1. **Punctuality** Arrive on time. If running late, please text (808) 437-9855 to inform directors.
- 2. **Proper Attire** Wear appropriate class uniform assigned each year. Avoid distracting jewelry to prevent injuries.
- 3. Injury Awareness Inform the instructor if you're injured or unwell.
- 4. **Respectful Behavior** Treat others with respect, listen, and maintain a positive attitude. Maintain a positive learning environment by avoiding distractions.
- 5. **Positive Attitude** Be open to feedback and improvements.
- 6. **Teamwork** –Support each other, offer help when needed and encourage each others to do their best
- 7. Adaptability Be open to change and willing to adjust to new ideas or unexpected changes.
- 8. **Communication** Keep open and honest communication. Share ideas and be clear about needs and expectations.
- 9. **Cleanliness** Keep the studio tidy and return chairs to their proper place. Treat the studio and equipment with care.
- 10. Cell Phones Silence your phone. Step outside for urgent calls.
- 11. **Questions** Raise your hand if you need clarification. Directors are available to help redirect any questions you may have about your routine.
- 12. **Conflict Resolution** –Directors have the final say in all decisions, even if there is disagreement. While feedback is valued, the directors' experience and authority guide decisions that prioritize the best interests of the program, dancers, and school goals. Their choices are made to ensure fairness, **safety**, and consistency. It's important to respect their authority and trust they are acting in the best interest of the team.

#### **GUEST**:

**Please note that parents are not permitted in the studio.** Only directors and enrolled students will be present during class time. Please pick up your child by 9:20pm every Friday. Our goal is to create a safe, focused environment for our students, and we sincerely appreciate your understanding and support in making that possible.

#### **CLASS MATERIALS:**

Fireknifes, class materials such as uniforms, class merchandise, etc must be purchased exclusively through Tupu le Afi directly or approved suppliers and official partners. All purchases not affiliated or approved by the directors of Tupu Le Afi cannot be used at Tupu Le Afi related events or class time.

# **COMPETITIONS OR WORKSHOPS:**

It is at the directors' discretion to determine if you are eligible to compete in a Siva Ailao Afi competition. You must meet specific criteria in order to participate.

All competition regalia must be approved by the directors for cultural authenticity and safety.

Fit and Comfort: An approved regalia ensures that the fit is appropriate for movement, reducing the risk of tripping, snagging, or uncomfortable tightness that could restrict your performance or lead to injury.

Avoiding Loose Pieces: Regalia with loose parts, like long skirts or flowing bottoms, might get caught on props, other dancers, or even the stage during a performance. Costume approval ensures that these elements are secured or adjusted to avoid accidents.

Listening to your dance instructor's directions during competitions or performances is essential for safety, team success, and a high-quality performance.

#### **Directors Safety Protocol:**

Preventing Injury: Proper technique and movement prevent strain or injury.

Fire Safety: In fire-related performances, following safety instructions prevents accidents.

Situational Awareness: Instructors adapt to changes during live performances, keeping everyone safe and in sync.

## **PERFORMANCE POLICY:**

Students who miss a significant number of practices leading up to a performance, competition, or recital/showcase may be excluded from participating in the event, at the discretion of the directors.

Tupu Le Afi, choreography cannot be used for personal performances unless approved by directors.

Advertising your own performances or booking paid performances related to Siva Ailao Afi, or generating income from such performances, is not permitted.

All dancers must seek permission from the directors before performing, as fire safety and skill level are key factors in determining if your child is ready to perform. Depending on the child's skill level, they may not be ready to perform due to the safety of the crowd and performer.

If the dance directors approve a fire performance, you will be required to obtain your own insurance coverage specifically for fire-related activities. This is a necessary precaution to ensure safety during the performance. You must provide proof of insurance to the directors before the performance, as it protects both the dancer and the studio in the event of an accident or injury. This step is mandatory to meet safety and requirements for performing with fire.

# CONFLICTS OF INTEREST/CULTURAL PROTOCOL:

# Students must remain exclusive to Tupu Le Afi and are not permitted to join other (Fireknife) Siva Ailao Afi studios/schools.

Dancing for other dance schools or related groups, <u>particularly in specialized</u> <u>forms like (Fireknife) Siva Ailao Afi</u>, creates a conflict of interest because it can lead to divided focus, inconsistent training, and potential clashes in performance styles or choreography. Tupu Le Afi has its own unique **safety approach**, philosophy, and techniques that we aim to cultivate in our students. Joining another studio can disrupt the consistency and quality of training with us, as each studio has its own style and techniques. To ensure the best possible experience and maintain a strong, cohesive program, students will need to remain exclusive to Tupu Le Afi only.

You cannot dance for two Siva Ailao Afi teams because it creates a conflict of interest. You cannot compete and represent two groups during a competition because the choreography for each team is unique, and it's crucial that every dancer is fully aligned with their team's routine. Competing for two groups would create conflicting movements, formations, and styles, which can disrupt both performances. To ensure consistency, unity, and the best possible presentation, each dancer must focus on representing only one team during competitions.

# **COPYRIGHT INFRINGEMENT:**

Copyright Infringement (17 U.S.C. § 501) – Unauthorized use or misappropriation of copyrighted creative works.

Under **Washington state law** (and U.S. federal law), dance choreography is considered a form of intellectual property and is protected by copyright. This means that the creator of a dance routine or choreography has exclusive rights to their work.

• Rights of the Creator: The choreographer or creator has the right to control who can perform or modify the dance. This prevents others from using the

choreography without permission, whether for personal performances, class use, or commercial purposes.

- Violation of Copyright: Using or performing someone else's choreography without their consent, whether for profit or not, can lead to legal consequences, including potential lawsuits for copyright infringement.
- In essence, dance choreography is treated similarly to other creative works, like music or written texts, in terms of copyright. This is why we enforce rules around using, copying, or performing choreography created by our directors or other dancers, ensuring respect for intellectual property and creativity.

# HOMEWORK ASSIGNMENTS/CULTURAL LEARNING POLICY:

Why is Homework being assigned and why is it mandatory for my child to complete these assignments?

Homework gives dancers a chance to learn **why** Ailao Afi exists—not just how to spin a fireknife. Knowing it began as a warrior's ritual for strength and honor gives their movements meaning. They're not just performing—they're preserving culture.

It is a requirement for your child to complete their assigned homework, as it plays a vital role in understanding the cultural significance of Siva Ailao Afi. <u>This</u> <u>knowledge is necessary in order to qualify for participation in competitions.</u> There may be situations where dancers are interviewed and asked questions about their Samoan heritage and what it means to be a *Siva Ailao Afi* performer. Competitors are expected to respond with culturally accurate and respectful answers that reflect the true history and values of our traditions.

Here's why that history matters:

1. Understanding the Origins Brings Deeper Respect

Ailao Afi didn't start as entertainment—it comes from ancient warrior traditions. Knowing that it originated as a way for Samoan warriors to display strength, agility, and skill in battle helps you dance with purpose, not just style.

#### 2. It Honors Your Ancestors

As a fireknife dancer, you're carrying on a legacy. The *nifo oti* (war knife) was once a real weapon. Today, spinning it with fire honors the courage and pride of those who came before you. Learning Samoan history keeps our culture alive.

#### 3. It Keeps the Culture Authentic

When you know the roots of Ailao Afi, you can perform it the right way—not just copying moves, but representing the true spirit of Samoan culture. It helps you avoid turning it into something that loses its meaning (example baton spinner, circus act, non-cultural dances).

#### 4. It Builds a Stronger Connection to Fa'a Samoa

Fireknife dancing isn't just a skill—it's part of *fa'a Samoa* (the Samoan way/way of life). Learning its history helps you understand your identity, and how cultural history lives through movement.

#### 5. You Become a Cultural Ambassador

If you're performing in front of people who don't know about Samoan culture, you're not just dancing—you're sharing your culture. Knowing history lets you explain it, answer questions, and represent your culture with pride and accuracy.

# **VOLUNTEER/HELPERS POLICY:**

Volunteers play a vital role in our mission, and we deeply appreciate the time, energy, and dedication they bring. We welcome and encourage volunteer involvement, as it greatly enhances our ability to serve the community and fulfill our goals.

However, it is important to note that all volunteer activities are undertaken on a voluntary basis. While we strive to provide a safe and supportive environment, volunteers participate at their own risk. This means that they are not employees and are not covered by workers' compensation or other employment benefits. We encourage all volunteers to be mindful of their personal safety and well-being,

and to reach out with any concerns or questions before participating.

Your willingness to help makes a difference, and we are grateful for your support!

# ANTI-HARASSMENT POLICY:

Harassment—verbal, physical, or emotional—is not tolerated at Tupu Le Afi. This includes bullying, intimidation, discriminatory comments, offensive behavior, or actions that create a hostile environment. All students, parents, and staff must treat others with respect and professionalism. Violations will result in immediate disciplinary action, including possible removal from the program.

# LIBEL & SLANDER DEFAMATION POLICY:

Defamation, including spreading false or harmful statements about Tupu Le Afi, is prohibited. This includes spreading rumors, posting negative comments online, or making false accusations. Any member found guilty of defamation may face disciplinary action, including removal from the program.

By fostering a safe, supportive, and respectful environment, we safeguard the emotional and social well-being of all children, allowing them to grow into confident, capable individuals. Addressing harassment and defamation is essential to maintaining a positive space where everyone can learn, collaborate, and thrive.

# **TERMINATION PROCESS-DUE TO PARENT POLICY VIOLATIONS:**

Termination Policy Disclosure: Immediate Termination (If Necessary)

In cases of severe misconduct or behavior that poses a risk to others or the integrity of our class program, Tupu Le Afi reserves the right to terminate enrollment immediately, without prior warnings.

Step 1: Policy Awareness & Agreement

Upon enrollment, all families are required to review and agree to Tupu Le Afi policies outlined in the most recent updated Parent/Student Handbook. These

policies include expectations for behavior, communication, attendance, payments, and overall conduct.

Step 2: First Violation – Verbal or Written Reminder

If a parent or guardian does not follow Tupu Le Afi policies, we will issue a verbal or written reminder outlining the specific issue and referencing the related policy. This is meant as a courteous opportunity to correct the behavior.

Step 3: Second Violation – Formal Warning

If the issue continues, a formal written warning will be sent. This will detail the violation(s), reference the prior communication, and include a notice that continued non-compliance may result in termination of enrollment.

Step 4: Final Violation – Termination Notice

If a third violation occurs or if the behavior escalates in a way that negatively affects our students, staff, or class environment, a termination notice will be issued. This notice will include:

- The effective date of the termination
- A brief explanation of the reason for termination
- Information regarding any final payments (if applicable), and next steps

# **CONTRACT AGREEMENT:**

By signing the annual Tupu Le Afi contract agreement, parents, students, and affiliates of Tupu Le Afi acknowledge and agree to all the terms outlined in the Tupu Le Afi 2025 Parent & Student Handbook. By signing your contract electronically, you agree that your signature is legally binding and carries the same weight and effect as a handwritten signature. You acknowledge that you have read, understood, and agree to the terms and conditions set forth in this agreement. Your contract electronic signature is enforceable and may be used in legal proceedings or actions related to the agreement.