



# Pamoja Taught - School Participation Agreement Terms and Conditions

For schools enrolling students into online IB Diploma Programme courses

**This is a contract where it is agreed as follows**

## 1. Interpretations and Definitions

The following definitions and interpretations apply unless the context requires otherwise.

### 1.1 Interpretations

- (a) Schools will be billed in US Dollars. VAT or other taxes will be applied as required by local laws.

### 1.2 Definitions:

- (a) **IB** means the International Baccalaureate Organization
- (b) **Academic Year** means the timetabled weeks during which Pamoja Education holds classes and runs its online courses - ordinarily between September and June for May session schools, and between February and December for November session schools.
- (c) **Semester** divides the Academic year into two terms of equal length, and means one of the two halves of the Pamoja Academic year, which are approximately 15-19 weeks in length.
- (d) **Drop Date or Registration Deadline** refer to the period/date four (4) weeks after the commencement of classes for the first semester of a Course's first Academic Year.
- (e) **Course** means a single one or two-year online IB Diploma Programme course.
- (f) **Regular Enrolment** means an enrolment that begins prior to the Drop Date in the first Semester of a Course.
- (g) **Year One Transfer Enrolment** means an enrolment that begins four or more weeks after the course start date.
- (h) **Year Two Transfer Enrolment** means an enrolment that begins at the start of the Course's second Academic Year or in some cases, after the start of Year Two.
- (i) **Reduced Fee Enrolment** means a Regular Enrolment where the Tuition Fee is reduced.
- (j) **Scholarship Enrolment** means a Regular Enrolment where the Tuition Fee is reduced by 90% under the terms of Pamoja Education's Scholarship programme. All other Enrolment terms apply.
- (k) **Tuition Fee** means the amount payable in US\$ for the services provided by Pamoja Education.
- (l) **Site-based Coordinator ("SBC")** means Pamoja Education's primary point of contact within a school, as appointed by the school.
- (m) **School** means the school that has accepted the terms and conditions of this Agreement.
- (n) **Pamoja Education website** means [www.pamojaeducation.com](http://www.pamojaeducation.com)

## 2. The Participation

This Participation Agreement (the Agreement) between the School and Pamoja Education sets forth the terms and conditions under which the School shall participate in Pamoja Education's Courses.

## 3. Deadlines

- 3.1 The registration deadline for enrolment into Semester one of a course will be four (4) weeks after the start of the Course's first Academic Year.
- 3.2 Following the Registration Deadline and Drop Date, Pamoja Education will consider requests for enrolments as late registrations (Late Registration) and enrol students as time and resources permit.
- 3.3 Registration information needs to be entered by the School into Pamoja Education's Student Information System (SIS) prior to the above deadlines. Accurate student email addresses are crucial for system functionality.
- 3.4 All deadlines are specified on the Pamoja Education [website](#) (admissions section).

## 4. Term

- 4.1 This Agreement shall be binding when:
  - (a) the official school representative has selected the "I accept the terms and conditions" tick-box on the SIS; and
  - (b) Pamoja Education has given the participating school and SIS username and password.

## 5. Course Delivery

- 5.1 Pamoja Education will endeavor to deliver Courses in which students have been enrolled. Pamoja Education reserves the right to withdraw a course if fewer than eight (8) students are enrolled.
- 5.2 Pamoja Education may also withdraw a Course in the unlikely event that:
  - (a) both the assigned teacher and substitute teacher become unavailable and a replacement teacher cannot be found; or
  - (b) approval for the Course is withheld or withdrawn by the IB; or
  - (c) circumstances beyond the control of Pamoja Education, including, but not limited to: natural disasters; war; an act of terrorism; government sanction; or the provision of any utility including power or communication services.
- 5.3 The School acknowledges that Pamoja Education may contract with third parties for support services in designing and delivering the Courses. Such support services may include but are not necessarily limited to administrative, management, technical, and training services.

## 6. Tuition and Admission Fees

- 6.1 Pamoja Education is contracted with schools, not with parents or students. Pamoja Education will only directly invoice schools who may manage fees with students according to local policy.
- 6.2 Tuition fees (Tuition Fees) include all instruction and any required online materials or texts.
- 6.3 Included in the Tuition Fee for both the first and second Academic Year of a Course, is a non-refundable admission fee (Admission Fee). This fee meets the costs of the establishment of the student account in the first year; and enrolling the student into the course and contracting the teacher in both years.
- 6.4 A non-refundable student transfer fee (Transfer Fee) is due in addition to the Tuition Fee for Transfer Year One and Transfer Year Two students. This fee goes toward providing the additional support to enable the student to have a successful entry into an on-going course.
- 6.5 Pamoja Education reserves the right to increase the Tuition Fee for the Second Academic Year of a Course.
- 6.6 If a Year Two student is withdrawn after the Year Two course start date the full Year Two

- Tuition Fee will be charged.
- 6.7 Students who change IB levels (i.e., from HL to SL) after the Drop Date will be handled as Transfer enrolments, making them potentially liable for a Transfer Fee to provide additional support for successful entry into an on-going Course. Pamoja Education will use guidelines in section 3.3 of The Agreement to determine student acceptance in such circumstances.
  - 6.8 If a scholarship student withdraws after the Year 1 or Year 2 course start date the scholarship tuition fee will still apply (10% of the tuition rate) and not be refunded.
  - 6.9 All Tuition Fees are listed on the Pamoja Education [website](#).
  - 6.10 The reduction of fees is decided at the sole discretion of Pamoja Education.

## 7. Site Based Coordinator

- 7.1 The cost of training to two SBC's is included in the Tuition Fees. A second SBC is strongly recommended if the School has ten (10) or more enrolments.
- 7.2 Completion of the SBC training and orientation is mandatory as part of the terms and conditions of supply, and necessary to successfully support students through their Pamoja courses.
- 7.3 Pamoja Education, at its sole discretion, may require the School to train additional SBCs if the school has fifteen (15) or more enrolments.
- 7.4 Pamoja Education reserves the right to request a replacement SBC if the SBC has not met the training requirements as outlined in the Pamoja Education SBC training course, and/or the SBC is unresponsive to Pamoja Education.

## 8. Payment

- 8.1 Annual fees will be paid within 60 days of the invoice date, unless the school's credit terms have been removed. Invoices are typically sent immediately following the Drop date.
- 8.2 For scholarship enrolments please refer to the scholarship agreement.
- 8.3 Pamoja Education reserves the right to withdraw access to the Course and/or withhold academic reports/grades for students from Schools with debts outstanding more than 60 days.
- 8.4 IB examination "per capita" and "subject fees" are not included in Pamoja Education fees and shall be paid by the school directly to the IB.

## 9. Responsibilities of Schools

The School agrees to meet the following minimum participation requirements throughout the Term of this Agreement.

- 9.1 Prior to the start of the first Academic Year, appoint an SBC and ensure the designated SBC has successfully completed all training requirements as outlined in the Pamoja Education SBC training course.
- 9.2 Have Internet connectivity and access to computers that meet the [technology requirements](#) specified on the Pamoja Education [website](#) to support the participating students.
- 9.3 Provide continual support to the students taking the Course and proactively work to ensure student compliance with the Engagement Policy.
- 9.4 Participate as requested in the annual school review undertaken by Pamoja Education.
- 9.5 Register the student for external assessments with the IB in accordance with standard IB procedures, including selecting the Online option when making the examination registrations in IBIS.

## 10. Expectation of Students

- 10.1 Prior to the start of the first Academic Year, students are expected to have successfully completed their online orientation course.

- 10.2 As specified in the Engagement Policy, students are expected to participate actively and regularly in their Course(s).
- 10.3 Students who are in breach of the Engagement Policy will have their enrolment status reviewed by Pamoja Education in consultation with the School's SBC and Diploma Programme Coordinator.
- 10.4 Pamoja Education reserves the right to exclude students (without a refund of their Tuition Fees) who do not uphold the Pamoja Student Code of Conduct, for:
  - (a) continued unexcused absence in breach of the Engagement Policy; and/or
  - (b) unethical behaviour (including academic malpractice); and/or
  - (c) immoral behaviour.
- 10.5 Students are expected to participate in surveys at regular intervals throughout their Course(s).

## 11. Transfer Enrolment Students

Conditions for successful student transfers into a Course include (but are not limited to) the following criteria:

- 11.1 Schools and students are expected to fulfil the responsibilities associated with standard student enrolment in Pamoja Education Courses, as per Sections 9 and 10 of this Agreement.
- 11.2 Students must be willing to complete a diagnostic assessment, provide prior work, and complete additional work, if required, to ensure they cover outstanding course material, including Pamoja Education's Transfer Student Orientation course.
- 11.3 Pamoja Education will endeavor to communicate with schools as early as possible, and prior to enrolment, to make all necessary academic and non-academic arrangements for the student's successful transfer.
- 11.4 Pamoja Education's Academic team will negotiate and agree with the School prior to enrolment, to ensure that conditions for success are in place, allowing the student to complete the Course successfully.
- 11.5 Schools commit to Transfer Year One students completing the Course into which they have transferred.
- 11.6 In exceptional late transfer situations, the School must endeavor to provide adequate support for students to ensure that they have covered or can cover outstanding topics in the time before their transfer.
- 11.7 Transfer Enrolments will be billed at the current Tuition Fee plus a non-refundable Transfer Fee.
- 11.8 If a Transfer Enrolment drops after the Year One Drop Date, both the Tuition Fee and the Transfer Fee are still payable to Pamoja Education.

## 12. Minimum Participation Requirements - General Agreements

- 12.1 Pamoja Education reserves the right to list/publish the participating School's name on the Pamoja Education [website](#).
- 12.2 Pamoja Education endeavors to provide an appropriate logo file to participating Schools for display on their public website along with relevant materials to inform students and parents about online IBDP courses.
- 12.3 Pamoja Education reserves the right to survey students and participating school staff regarding their experience with the online course and reserves the right to use that data in accordance with UK data protection laws, as defined by the Data Protection Act 1998 (the "DPA 1998").
- 12.4 Pamoja Education reserves the right to require students to agree to conditions of enrolment including, but not limited to the following: Student Code of Conduct, Data Privacy and Access, Parental Permissions for students under age 18, et cetera.
- 12.5 The student (where over 18) or student's parent/guardian (where the student is under 18) will be asked to give Pamoja Education permission to receive specific assessment data from the International Baccalaureate. This data will be used to undertake a comparative analysis of student results in face-to face classes versus online.

### 13. Liability

- 13.1 Neither party shall be liable for any special, consequential, incidental or other damages to the other party for any breach of this Agreement. The maximum liability of the School is set forth in Sections 2, 6 and 9 of this Agreement. The maximum liability of Pamoja Education shall not exceed fees paid to Pamoja Education by the School.
- 13.2 The School will be liable for all relevant fees as defined in Section 6.

### 14. Termination

- 14.1 This Agreement will be terminated at the end of an Academic year if the School does not have students enrolled into at least one Course.

### 15. Notices and Amendments

- 15.1 Notices to Pamoja Education shall be sent to the contact address set forth under contact address on the Pamoja Education Student Information System. Notices to the School shall be sent to the School's address set forth on the confirmed profile associated with this Agreement.
- 15.2 This Agreement may be modified or amended from time to time by Pamoja Education.

### 16. Entire agreement and Governing Law and Jurisdiction

- 16.1 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- 16.2 This Agreement shall be binding upon the parties and their successors and assignees.
- 16.3 This Agreement shall be governed by and construed in accordance with English law.

**\*\*End\*\***