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# **GENERAL TERMS AND CONDITIONS EDUCATION AGREEMENT**

## **ROC of Amsterdam**

### **(Regional Training Centre of Amsterdam)**

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## Introduction

If the student is admitted to a vocational course, the educational institution concludes an education agreement with the student before the start of the course. The education agreement contains the rights and obligations of the student and the educational institution. These are defined in the general terms and conditions, or specific reference is made to other documents. Students are for example referred to the Students' Charter for general matters. Students are referred to the Study Guide of the vocational course for course-related matters. The latest version of these documents can be found on the website of the educational institution.

The student must sign the (legally required) education agreement before starting the vocational course. If the student is under 18 years of age, one of the parents or carers must co-sign this agreement.

The educational institution, together with the Student Council, has made the text as understandable as possible. Because it is a legal contract, it sometimes contains difficult terms and abbreviations. These are explained.

If the student does not understand certain things, the student can contact the guidance counsellor/mentor.

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## 1. Explanation of terms and abbreviations used

The terms and abbreviations used in this agreement are explained in more detail below: first the reference to the Act, then an explanation in everyday language.

Adult and Vocational Education Act (WEB)	Adult and Vocational Education Act.
Complaints Procedure	Procedure for handling complaints about the education.
Cooperation Organisation for Vocational Education, Training and the Labour Market (SBB)	Vocational education and the business community work together in SBB to give students the best practical training with prospects of a job ( <a href="http://www.s-bb.nl">www.s-bb.nl</a> ).
Education Agreement	S. 8.1.3 (WEB); The education agreement sets out the rights and obligations of the educational institution and the student who have agreed on them within the formal frameworks.
Educational Institution	S. 1.3.1 (WEB); a regional training centre (ROC), the school.
Examination participant (student who takes examinations but does not attend lectures)	S. 8.1.1, first subsection lid (WEB); legal term for a person who is registered only for participation in examination activities. Is sometimes also called an external student.
Examination Form	The Examination Form is an integral part of the education agreement. The Examination Form contains the programme details of the student and the examination components yet to be taken.
Executive Board	S. 9.1.4 (WEB); the competent authority of the educational institution.
He	Where he is written, she can also be read.
Learning track	S. 7.2.2, second subsection (WEB); In these General Terms and Conditions, this means the school-based (BOL) learning track or work-based (BBL) learning track.
Optional Subject Form	For vocational courses starting from 1 August 2016, the optional subjects chosen by the student will be recorded on an Optional Subjects Form.
School day	A school day is one of the 200 days per school year on which educational activities are planned.
School-based learning track (BOL)	S. 7.2.7, third subsection (WEB); The student on a school-based learning (BOL) track follows education and also does several work placements in professional practice. The vocational course focuses on theory and independent study.
Student	S. 8.1.1, first subsection, first sentence (WEB); participant or person who follows senior secondary vocational education for the purpose of obtaining a diploma.
Students' Charter	S. 7.4.8 subsection 4 (WEB); The rights and obligations of students and the educational institution are specified in the Students' Charter.
Study Guide	The guide that sets out at the start of the vocational course which requirements the student must meet in order to pass the course.
VET (Vocational Education and Training) College	A cluster of vocational courses managed by an executive board; the school where you follow your education.

Vocational Course Form	The Vocational Course Form is an integral part of the education agreement. A Vocational Course Form contains the educational details of the student (learning track, level, domain, qualifications file or qualification with corresponding unique Central Register of Vocational Courses (CREBO) number.
Work Placement Agreement	S. 7.2.8 subsection 1 (WEB); Training during the practice of a vocation/profession, or practical training (BPV) or other types of work placements in the context of contract education.
Work-based learning track (BBL)	S. 7.2.7, fourth subsection of the Adult and Vocational Education Act (WEB); The student on a BBL track has an employment contract/can have an employment contract with an employer and also follow secondary vocational education. The vocational course is practice-based.

## 2. Education agreement

### A. Structure of the Education Agreement

- 2.1 The education agreement consists of a Vocational Course Form and these General Terms and Conditions.  
An Optional Subjects Form and/or annexes (if applicable) can be added to the education agreement.
- 2.2 The agreement results in registration for courses at the educational institution.
- 2.3 Changes and additions to these General Terms and Conditions will take force after the Student Council has consented to them. Changes and additions are adopted by the Executive Board.
- 2.4 The General Terms and Conditions applicable at the time can always be found on the website of the educational institution.
- 2.5 The changes or additions will also apply to education agreements already concluded, unless this is not reasonable and fair.

### B. The Vocational Course Form

- 2.6 The Vocational Course Form contains provisions on the vocational course the student will take. The Vocational Course Form is an integral part of this agreement. 'Vocational course' as is written in this agreement means the vocational course specified on the Vocational Course Form.

### C. General Terms and Conditions

- 2.7 The General Terms and Condition of this agreement contain the general rights and obligations of the student and the educational institution.

### D. Optional Subjects Form (if applicable)

- 2.8 As of 1 August 2016, the educational institution will offer optional subjects for all vocational courses starting at that time. The educational institution must ensure that all vocational courses comply with the laws and regulations and that the student is offered enough options. The vocational course must see to it that sufficient guidance is given in order to be able to make a good choice.
- 2.9 The optional subjects from which a student can choose will be provided in the event of sufficient participation. It may occur that there are too few students who have made the same choice and that this optional subject therefore cannot be provided. Students will then be offered an alternative.
- 2.10 The optional subjects from which students can choose will be publicized in good time on the website and/or in the Study Guide of the vocational course.

- 2.11 The optional subjects chosen will be recorded on the Optional Subjects Form, which will be added to the education agreement in the student file in the student administration.
- 2.12 The educational institution will send the Optional Subjects Form to the student's institution e-mail address. The student must report errors to the guidance counsellor/mentor within 10 school days.

E. Annexes (if applicable)

- 2.13 Annexes can form part of the education agreement. Examples of annexes are Appropriate Education, Top-class Sport or Participation in Decision-making. The annexes will be added to the education agreement and will thus form an integral part thereof.

### 3. The formation, cancellation, change and end of the education agreement

A. Admission to the vocational course

- 3.1 The procedure for admission to a vocational course is described in the Students' Charter. In addition, the vocational courses publish specific admission requirements on the website and/or in de Study Guide.
- 3.2 For students who move on directly from secondary education to the educational institution, the education agreement can already be concluded before the student has received the results of his secondary education examinations. It can therefore happen that the student fails the examination later. If a secondary education diploma is required in order to participate in the vocational course agreed in the education agreement, the education agreement will be null and void. This means that the agreement never existed.
- 3.3 For the entry-level vocational course, the student cannot have obtained a secondary education diploma. Should it appear after conclusion of the education agreement that the student has nevertheless obtained such a diploma, the education agreement will be null and void. This means that the agreement never existed.
- 3.4 If the student has provided incomplete or incorrect information on his entrance exam, the educational institution will terminate the education agreement.

B. Formation of the education agreement - Registration - Statement of Consent

- 3.5 The initial Vocational Course Form will be presented to the student for signing. The education agreement will enter into effect after the first Vocational Course Form has been signed. The agreement will apply for the duration of the vocational course, as specified on the Vocational Course Form.
- 3.6 Statement of Consent of parent/legal representative of minor student:  
In connection with the reduction of the administrative burden, the interest representatives\* in vocational education have made the following agreement:
  - a. A statement of consent from the parent/legal representative on the first Work Placement Form of the Education Agreement will enable the minor student (from the age of 16) to sign his/her Work Placement Form and/or Vocational Orientation and any appendices ensuing therefrom independently.
  - b. If the parent/legal representative objects to such independent signing, he/she can fill in the (web) form '[Objection to the Statement of Consent](#)' and send it to the Student Affairs Office. In this case, a Work Placement Form and/or Vocational Orientation (and any additions) will be drawn up for the minor student, to be co-signed by the parent/legal representative.

\* Ministry of Education, Culture and Science (OCW), Youth Organization for Vocational Education and Training (JOB), VET Council and the trade unions.

C. Cancellation of the education agreement

- 3.7 Registration must be cancelled with the Student Affairs Office in writing and before the start of the vocational course. If the vocational course is cancelled before it starts, all amounts already paid for the course year will be refunded, except for costs of the educational materials and/or clothing packages the student has already ordered from the educational institution.
- 3.8 If the vocational course is cancelled after it starts, the student will be obliged to pay the statutory course fees pursuant to the School and Course Fees Act (LCW).

D. Change of the education agreement

**Vocational Course Form**

- 3.9 The agreement can be extended by mutual consent. This will be laid down in a new Vocational Course Form.
- 3.10 A change of the Vocational Course Form exists in the following cases whereby the student changes:
- his learning track;
  - his level;
  - his vocational course (CREBO);
  - from a participant in education to a participant in examinations.
- 3.11 Examination participant (external student): the student may not yet have passed some examinations or examination components during the normal duration of the vocational course. The board of examiners may admit the student as an examination participant for six months at most. An examination participant will have the right to participate once in examination components yet to be taken. An examination participant does not undertake any education/work placement and has no right to career counselling. Nor does a student who is exclusively an examination participant have a right to student finance and an annual public transport pass.
- 3.12 If the student's registration changes to examination participant, the Vocational Course Form will be replaced by an Examinations Form.
- 3.13 The student can request a change to his agreement after consulting with the guidance counsellor/mentor of the vocational course. He must also meet the admission criteria for the new vocational course/examination to be taken. The admissions committee/board of examiners of the relevant vocational course decides whether he meets these criteria. The admission criteria can be found on the website and/or in the Study Guide of the vocational course. This course cannot also be full, and there must be a sufficient connection with the labour market (information from the SBB).

**Optional Subjects Form**

- 3.14 The student can request a change to his Optional Subjects Form after consulting with the guidance counsellor/mentor of the vocational course. The new optional subject to be chosen must satisfy the statutory frameworks of the vocational course and the feasibility in all reasonableness of the course curriculum to be provided by the educational institution.
- 3.15 Upon each change in optional subjects, the educational institution will replace the Optional Subject Form by a new Optional Subjects Form. The new form will replace the previous Optional Subjects Form and will therefore form an integral part of the education agreement. The procedure for changing optional subjects is the same as that for vocational course forms.
- 3.16 The student confirms his choice by participating in the lessons belonging to those optional subjects.

**Procedure for making changes to the Vocational Course Form**

- 3.17 If a change is made to the Vocational Course Form and/or Optional Subject Form, the educational institution will replace the form with a new form. The educational institution will send the amended form to the student's institution e-mail address. If the student does not agree with the contents of the new form and/or Optional Subjects Form, he must inform the educational institution to that effect in writing within ten school days.
- 3.18 If the student is a minor, the amended form will also be sent by post to his/her parent/legal representative. If the parent or legal representative does not agree with the contents of the new form and/or Optional Subjects Form, the latter must inform the educational institution to that effect in writing within ten school days.
- 3.19 If objection has been lodged against the change in accordance with the preceding articles, the old form will remain applicable. If no objection has been lodged, the new form will replace the previous form and will therefore form an integral part of the education agreement.

E. End of the education agreement

- 3.20 The education agreement will end:
- a. by passing the examination of the vocational course to which this agreement relates;
  - b. by expiry of the period referred to on the Vocational Course Form/Examinations Form, unless use is made of the possibility to extend the education agreement as provided in article 3.8
  - c. if the student has been offered all test opportunities per examination component, as referred to in the Examination Regulations of the educational institution, and the educational institution does not consider it worthwhile to take the course and/or professional practice education curriculum again;
  - d. if the student has himself deregistered;
  - e. if, in a case as included in the Students' Charter, the educational institution has expelled or deregistered the student from the vocational course;
  - f. on the death of the student/examination participant;
  - g. by the parties by mutual consent, if this has been set out in writing;
  - h. by the educational institution if the funding for this student is ended or the rights of the student based on this have been withdrawn, as laid down in the Adult and Vocational Education Act (WEB);
  - i. after a (binding) recommendation not to continue studies as referred to in the Students' Charter. If, after a binding recommendation to a student 18 years of age or older in the Entry-level Course not to continue studies, no agreement has been reached on a follow-up at the educational institution, the educational institution can deregister the student unilaterally after consulting with the school attendance officer.
- 3.21 Termination of the education agreement, irrespective if this takes place on the student's own initiative or by a decision of the educational institution, will not affect the student's obligation to pay in full the required costs referred to in article 4.

F. New education agreement

- 3.22 In the following situations, a new education agreement will be concluded, whereby the student and the educational institution must once again sign the initial Vocational Course Form:
- a. the student has passed a course at the educational institution (diploma) and/or the student has left the educational institution for other reasons, after which the student decides to take a new course of study;
  - b. the student is registered for a new course of study while the student has not yet ended the current course of study.

## 4. **Obligations of the parties**

A. Reciprocal obligations

- 4.1 By signing this education agreement, the student and the educational institution enter into obligations. These rights and obligations are defined partly in this document and partly in other documents to which reference is made.
- 4.2 The Students' Charter deals with reciprocal obligations in more detail: the educational institution as a living environment, the general contents and quality of the teaching and the rights and obligations of students.
- 4.3 Regarding registration for the school-based learning track (BOL), the curriculum meets the requirements of the Student Finance Act 2000 (WSF 2000) or the Fees and Education Expenses (Allowances) Act (WTOS).
- 4.4 Regarding registration for the work-based learning track (BBL), the curriculum meets the requirements of the Practice-based Learning Subsidy Scheme (Subsidierегeling Praktijkleren).

B. Privacy

- 4.5 Students' data are processed with due observance of the Personal Data Protection Act (Wbp) and related regulations.
- 4.6 Students have digital access to their registration data with the optional subjects and/or annexes recorded there in the student administration. The procedure is described in the Privacy Regulations on the website of the educational institution.



C. Financial obligations

- 4.7 The statutory tuition and/or course fees are due for taking the vocational course. School fees for the courses in the school-based learning track are charged by the Education Executive Agency (DUO). Course fees for the courses in the work-based learning track are charged by the educational institution and, under the law, must be paid before a student can be registered. A payment arrangement for the course fee can be agreed with the student.
- 4.8 In certain cases, a student who takes a course in the work-based learning track can authorize the employer mentioned in the work placement agreement to pay the course fee as well as other school expenses on his/her behalf.
- 4.9 Registration for a course of study at the educational institution does not depend on another financial contribution (other than one regulated by law) in accordance with Section 8.1.4. of the Adult and Vocational Education Act (WEB).
- 4.10 An examination participant pays costs for taking examinations. For examinations administered by an external party, the costs of the external examination are over and above these costs. The costs of taking examinations are listed on the website of the educational institution.
- 4.11 Students must pay invoices from the educational institution within 4 weeks. If the invoice is not paid in time, the additional costs arising from this will be payable by the student.

D. Required educational materials

- 4.12 The institution will indicate the required educational materials before the start of the course. These are stated on the website of the vocational course and/or in the Study Guide. By signing the education agreement, the student declares that he is aware of the list of required educational materials that he must have in his possession before the start of the course. The student himself decides how and where he will purchase these required educational materials.
- 4.13 The educational institution can provide training activities in which students can participate voluntarily. The educational institution can charge additional costs for these additional training activities. Students who choose to participate in these activities must pay these costs separately. This is specified further in the Study Guide of the vocational course.

## 5. Non-compliance with obligations

- 5.1 If the student fails to comply or does not comply fully with the obligations under this agreement or other agreements/contracts, documents or schemes which are referred to in the education agreement and/or these general terms and conditions, disciplinary measures can be taken against him, including suspension and expulsion.
- 5.2 The nature of the measures, the procedure for imposing them as well as the possibilities for objection and appeal and the procedures for them are regulated in or based on the Students' Charter and Examination Regulations of the educational institution.

## 6. Liability

- 6.1 The liability of the institution arising from imputable non-compliance or failure to comply properly with this agreement is limited to a sum that is at most equal to the sum payable by the student to the educational institution in the year in question for implementation of this agreement.
- 6.2 The educational institution will not be liable for loss resulting from (interim termination on the basis of) suspension and/or expulsion of the student. The student therefore has no right to refund of the costs he has already paid, as referred to in article 4.
- 6.3 The educational institution is not liable for claims (for refund) pursuant to the Student Finance Act for not deregistering or not deregistering in time.
- 6.4 Except in the event of intent and gross negligence, the educational institution will not be liable for theft, misappropriation, loss of and/or damage to property or possessions of the student.

## **7. Disputes and complaints**

- 7.1 If the student believes that this agreement has been applied incorrectly or carelessly, he can initially contact the guidance counsellor/mentor. If the student and guidance counsellor do not reach agreement together, the student can contact the training manager and/or Executive Board of the VET College.
- 7.2 If no appropriate solution is found, the student will be entitled to submit a complaint under the Complaints Procedure of the educational institution. The Complaints Procedure is on the website of the educational institution.

## **8. Final provisions**

- 8.1 In cases not provided for in the educational agreement or other agreements/contracts, schemes and documents referred to in the education agreement and/or these general terms and conditions, the competent authority will decide.
- 8.2 In cases in which application of any provision or rule of the education agreement or other agreements/contracts, schemes and documents referred to in the education agreement and/or these general terms and conditions unintentionally seriously affects the student or turns out to be manifestly unreasonable for the student, the Executive Board of the VET College concerned can derogate from them at the student's request.
- 8.3 The education agreement, any annexes and these General Terms and Conditions are governed exclusively by Dutch law.