



**AERES**  
**MBO**

**ARTICLES**  
**pertaining to the**  
**EDUCATION AGREEMENT**  
(BOL, BBL, combined pathway BBL/BOL and Other Education)  
REVISED QUALIFICATION STRUCTURE

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# Articles of the Education Agreement

These articles are part of the education agreement. The articles describe, inter alia, the rights and obligations of the institution. They also outline the rights and obligations of the students participating in the education. The parties who sign the course sheet pertaining to the education agreement declare that they agree with the provisions set forth in the articles.

## Rights and obligations of the institution

### **Article 1 Study support, study and career counselling**

- 1 The institution provides for appropriate study support, including regular recommendations regarding the continuation of the study within or outside the course. The study recommendation is communicated to the student at appropriate times.
- 2 In order to increase the chance of complying with the qualification requirements of the course to which this agreement applies within the imposed period, the student participates - where applicable - in supporting activities.
- 3 Further arrangements are agreed on about these supporting activities during the term of the agreement.
- 4 The institution provides for study and career counselling.

### **Article 2 Periods and locations**

- 1 The institution communicates the timetable and the locations to the student in a timely fashion.
- 2 The institution reserves the right to change the timetable and the locations for organisational and/or educational reasons.
- 3 The institution communicates changes in the timetable and/or the locations to the student in a timely fashion.

### **Article 3 Structure of the course**

The institution structures the course in such manner that the student can reasonably be deemed to be able to complete the course successfully within the imposed period.

### **Article 4 Disruption of course activities**

- 1 The institution is held to prevent disruption of course activities to the best of its ability.
- 2 The institution makes an effort to offer the course activities that were not enjoyed as a result of absenteeism of a teacher at a different time that shall, where possible, be established in consultation with the student.
- 3 The disruption of course activities as well as the new offer of the same are communicated to the student as soon as possible.

### **Article 5 Obligation to offer examination (components)**

The institution commits to offer the examination or the tests for the components of the examination pertaining to the course.

### **Article 6 Liability of institution**

- 1 The liability of the institution is limited to compensation in case of the inability to comply with this agreement following termination of the funding or forfeiture of rights as intended in Section 2.1.3 of the Dutch Education and Vocational Training Act (WEB) respectively in Section 6.1.4 or 6.2.2 of the WEB. The level of the said compensation equals, at most, the costs paid to the institution by the student.

- 2 The institution is not liable for damages incurred by the student as a result of application of articles 24, 25 and 26. As the occasion arises, the student is not entitled to repayment of the costs already paid by him / her as intended in article 13.
- 3 Barring intent and gross negligence of the institution, the institution is not liable for theft, embezzlement or loss of and/or damage to properties or belongings of the student.

## Rights and obligations of the student

### **Article 7 Validity**

- 1 The rights and obligations that the students endorses through signature of this agreement are applicable in respect of all students enrolled, the competent authority and any and all bodies and members of staff affiliated with the institution.
- 2 The rights and obligations are applicable in and outside the school buildings and premises, both during school hours and outside of the same, and during all school and out-of-school activities, all insofar as they are relevant to the school situation.

### **Article 8 Rights and obligations in general**

- 1 The Articles, together with the course sheet and potential schedules, form the education agreement as intended in Section 8.1.3 of the WEB.
- 2 This agreement contains the general rights and obligations of the parties. Provisions that specifically regard the course to be followed by the student are included in the course sheet. The course sheet forms an inextricable part of the education agreement. Where this agreement refers to 'course', this is understood as the course mentioned on the course sheet.
- 3 The student and, if he / she is a minor, his / her parent(s) / legal representative(s) enjoy the rights and are bound by the obligations that derive from the education agreement that was concluded with the competent authority.
- 4 The course details as included on the course sheet can be changed or supplemented during the course with mutual consent of the parties. The course data can only be changed at the request of and with consent of the student, whether or not after consultation with or on the recommendation of a functionary of the institution. The institution can always advise the student actively on this matter. The course sheet is then replaced during the term by a new course sheet, which the institution sends to the student in writing (in hard copy or digitally) (and in case of minor students also to his / her parent(s) / legal representative(s)).  
If the student or, in case of a minor student, his / her parent(s) / legal representative(s) does / do not agree with the content of the new course sheet then he / she must communicate this to the school in writing (also possible via email) within ten working days. As the occasion arises, the student continues participating in the course as mentioned on the previous course sheet. If the student or, in case of a minor student, his / her parent(s) / legal representative(s) does / doe not react within the stipulated period then the new course sheet replaces the previous course sheet and thus becomes part of the education agreement.
- 5 In his / her conduct and expressions the student respects the foundation and objective of the educational institution, as formulated in the by-laws that are available for inspection on location.
- 6 The student and members of staff are, vis-à-vis each other, subject to the obligation to provide for a workable situation where good education can be followed and given in an appropriate atmosphere.
- 7 The student is held to refrain from conduct that disrupt the good course of affairs within the institution.
- 8 The student is held to comply with the rules that are applicable to him / her at the relevant location. He / she complies with the said rules in the buildings of the institution and at the associated premises. The rules that are applicable at the location where the student was admitted can be found in the study guide of the relevant location.
- 9 The student is entitled to require bodies and members of staff comply with the rules that are applicable to him / her at the relevant location.

- 10 The student and members of staff are due to treat each other and any and all persons at the location respectfully. They must observe prudence in respect of each other's belongings, in respect of the belongings of other persons at the location and in respect of any and all assets of the school.

#### **Article 9 Admission**

- 1 The admission committee of the location determines, under the authority of the competent authority, who is admitted to the educational institution, to a certain department or to a certain study year or to a certain class. The latter on the basis of the Admission Policy MBO<sup>1</sup>.
- 2 Students who registered prior to 1 April of the year during which the course starts and who comply with the statutory pre-education requirements and who participated in the mandatory intake activities are basically (unless there is question of special circumstances as formulated in the admission policy of Aeres MBO) entitled to be admitted to the course for which they registered. Exceptions to this can be found in the admission policy.
- 3 Where applicable, additional arrangements are agreed on for individual students about additional support in the context of the Dutch Appropriate Education Act. Arrangements about the support are established in a schedule to the education agreement for the performance of additional support. This schedule forms, after signature, an inextricable part of this education agreement.
- 4 The student provides the institution with the necessary information about the (potential) need for additional support in order that the institution can offer the said support. If it becomes apparent that he / she conceals the said information then the additional support is neither included in the schedule to the education agreement. The institution should therefore neither offer the necessary support. If it becomes apparent during the course that the student is in need of support then the institution can determine whether it can yet meet the said need.

#### **Article 10 The provision of education**

- 1 The student is entitled to teachers making an effort to provide good education.
- 2 The student is entitled to a balanced timetable.
- 3 The work areas must be suitable for the education offered in the same.

#### **Article 11 The participation in education by students**

- 1 The student is held to follow the lessons according to the timetable applicable to him / her, unless a different scheme was agreed on for a certain location. The student is equally held to participate in any and all other activities that are developed by the school in the context of the education, for instance in case of class disruption due to sickness of the teacher.
- 2 The student must be present at the relevantly designated location in a timely fashion, i.e. prior to the start of the relevant course activity.
- 3 The student must act in such manner that an orderly course of the classes is possible.
- 4 A student who disrupts the progress of the classes can be requested by the teacher to leave the class and to report to the school management. Initially, the teacher and the student personally try to solve the conflict.
- 5 During breaks and scheduled time off the students are free to stay at the school at the thereto designated area(s) or to leave the school premises.

#### **Article 12 Best efforts obligation of student**

- 1 The student is held to make an effort to the best of his / her ability to complete the course successfully within the imposed period. The student is particularly held to actually participate in the course activities, unless this cannot be required of him / her for compelling reasons.
- 2 The student commits to take the examination or the tests for the examination components pertaining to the course or the part of the course (as stipulated in this agreement).
- 3 The student who was granted leave, is held to catch up on the relevant course activity, unless stipulated otherwise.

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<sup>1</sup> The admission policy Aeres MBO can be found via <https://www.aeresmbo.nl/over-aeres-mbo/regelingen-en-statuten>

### **Article 13 Study costs**

- 1 For the participation in the course the student is subject to the statutorily established course and/or tuition fees or the schooling fees (on the basis of customised arrangements) associated with an OVO course, which are communicated to the student prior to the start of the course. These costs are at the expense of the student.
- 2 All other costs are voluntary costs. In respect of the said voluntary costs a distinction is made between:
  - a. Costs for goods that you must have in your possession as a student, however that do not need to be purchased via the school or that remain your property as a student after the participation in the course.

Goods that fall under teaching materials and consumables that must be in possession of the student during the classes or that must remain in the possession of the student include goods like books, calculator, laptop, tools, copy work, use (rental) of company clothing, (rental of) a laptop and the like.
  - b. Fully voluntary costs.

Goods that fall under the fully voluntary costs are costs for supplemental insurance, consumables, introduction camp, excursion(s), celebrations, projects, rental / security deposit locker / safe deposit box, school pass, travelling and subsistence expenses PTC+ or IPC. For some course activities a voluntary contribution is requested (e.g. an excursion). A separate agreement is concluded for these costs with the school memorandum. Students who do not want to pay the said voluntary contribution can be excluded from participation in the said activity. They are offered an alternative assignment of comparable quality.

The registration does not depend on these other costs. It shall not release the students from the obligation to be present during course activities and to dispose of the teaching materials and materials required for the relevant course activity.

The other costs as intended here are charged via a (digital) order form to be signed and submitted by the student or his / her legal representative. In addition, the student or legal representative can object to the cost items on the school memorandum that is sent to the student.
- 3 In case of early termination of the course (article 33 paragraph b up to and including paragraph g and paragraph i up to and including paragraph l) the student is held to pay the costs as intended in article 13.3 and, if ordered, in article 13.2.
- 4 Repayment of course fees for the relevant school year by a twelfth share for every remaining full month up to 1 August can exclusively take place at the Education Implementation Service (DUO), at the request of the person liable to pay the course fees, if the enrolment came to an end prior to 1 May of the school year in connection with:
  - a. the successful completion of the course. In this respect the actual end date of the course is the date of the diploma and that is the date when the central examination committee established the entitlement to a diploma of the student;
  - b. the enrolment for a course as intended in Section 15 Subsection 1 of the Dutch Course and Tuition Fees (Implementation) Decree 2000 and provided that the said enrolment takes place in the relevant school year;
  - c. demise or serious illness of the student;
  - d. special family circumstances to be determined by Ministerial Decree.
- 5 Repayment of course fees can take place if the enrolment is terminated on account of the successful completion of the course. The course fees for the relevant course year are repaid at the request of the person liable to pay the fees by a tenth share for every remaining month of the course year during which the student shall no longer be enrolled. The last two months of the course year are not included.

In addition, the course fees for the relevant course year are repaid, either in whole or in part, at the request of the person liable to pay the fees by a twelfth share for every remaining full month of the course year during which the student shall no longer be enrolled, if the enrolment is terminated:

  - a. prior to the first day of the start of the classes in the course year;

- b. in connection with the enrolment for a day school, provided that the enrolment takes place in the relevant course year;
  - c. due to the demise or a serious illness of the student, at the discretion of the competent authority;
  - d. on account of special family circumstances to be determined by Ministerial Decree.
- 6 Repayment of schooling costs (OVO) does not take place.

**Article 14 Study recommendation and consequences associated with a binding study recommendation**

- 1 The location board issues, under the authority of the competent authority, a recommendation regarding the continuation of the course to all students within the first year after the start of the course. Students enrolled for an entry course receive the said recommendation 3 to 4 months after the start of the course. Students who enrolled for a level 2, 3 or 4 course receive a recommendation regarding continuation of the course within 9 to 12 months after the start of the course. A negative recommendation is issued in writing and is preceded by a previous written warning.
- 2 A binding rejection can be associated with the study recommendation, as intended in paragraph 1. This implies that the student is no longer enrolled for the same course within the institution (binding negative study recommendation) and that the education agreement is rescinded.
- 3 A binding negative study recommendation, as described in article 14 paragraph 2, is issued if the student, at the discretion of the location board, in consideration of his / her personal circumstances, has made insufficient progress in the course. To determine whether a student has made insufficient progress the location board relies on the passing standards.
- 4 If a student does not agree with the binding negative study recommendation then he / she can appeal to this with the Examination Appeals Committee within two weeks after the issue of the binding negative study recommendation.

**Article 15 Absence of student due to sickness**

- 1 If the student is prevented from participating in course activities due to sickness then he / she must forthwith, however at the latest by 09:00 o'clock on the sick day, inform the institution, through a thereto designated person, accordingly.
- 2 In case of recurring sickness notification or prolonged sickness the institution may require that the student submits a medical certificate, comprising that he / she was not able to participate in the education on account of sickness.
- 3 In case of recurring sickness notification or prolonged sickness the institution and the student can, on the basis of joint consultation and a joint effort, agree on a catch-up process.

**Article 16 Absence of student other than due to sickness**

- 1 If the student is prevented from participating in a scheduled course activity, other than as a result of sickness, then he / she must request the board of the institution, or a person designated for that purpose by the same, whilst stating reasons, to grant leave, and the latter at the latest two working days prior to the relevant course activity.
- 2 The leave is only granted if the attendance of the student, having regard to the specified reasons, can reasonably not be required of the student.
- 3 The student who was granted leave, is held to catch up on the relevant course activity, unless stipulated otherwise.
- 4 The student who is a member of the Central Student Council is given the opportunity by the work placement organisation to attend the meetings of the Central Student Council. The incidental attendance of activities of the Central Student Council by the student is coordinated in consultation with the work placement organisation.

**Article 17 Control of (prolonged) absence**

- 1 If the student falls under the scope of the Dutch Study Grants Act, or a successor of the same, then the institution establishes whether the student did not participate in the education for a

consecutive period of at least 5 weeks without a valid reason. The institution is held to make a relevant note and to report this to DUO in conformity with the conditions set forth in Section 8.1.7 of the WEB.

- 2 If the student to whom the Dutch Compulsory Education Act applies has been absent without a valid reason for more than 16 class or practical hours during a four-week period then the said absenteeism is reported by the institution via the digital counter of DUO. The compulsory education officer or the RMC functionary then picks up the notification.
- 3 Students over the age of 18 who do not dispose of a basic qualification yet are reported to the Digital Absenteeism Counter of DUO according to the same terms as school-age students.

#### **Article 18 Examination**

For the courses of the MBO (Senior Secondary Vocational Education) the examination rules were established in the Education and Examination Regulations (OER)<sup>2</sup> of the Aeres Group Foundation, part of Aeres MBO.

#### **Article 19 Smoking in the school**

The student is not allowed to smoke in the school buildings.

#### **Article 20 Alcohol and drugs**

- 1 The student is not allowed to have drugs and/or alcoholic beverages in his / her possession or to use or consume the same in the school buildings and at the school premises. In case of special occasions the school management can give the student aged 18 and over consent to consume low-alcoholic beverages.
- 2 The possession of, the inebriation with, the trade in or the use of drugs and/or alcoholic beverages may result in direct suspension and subsequently definitive removal from the school.
- 3 The student is not allowed to carry weapons or fireworks in the school buildings and at the school premises.

#### **Article 21 Freedom of speech**

- 1 The student is free to express his / her opinion, provided that this is not in violation of the proper course of the education and the rules of the school.
- 2 The student must respect the opinion of fellow students and that of others. Expressions that are discriminatory or insulting are not allowed. If there is question of discrimination or insults then the location board can take appropriate measures.
- 3 If there are thereto-designated notice boards in the school then the student can post notices that are relevant to students, insofar as they are not in violation of the foundation or objective of the school and insofar as they are not of a discriminatory or insulting nature. The location board determines when its prior consent is required in this respect.

#### **Article 22 Freedom of assembly**

- 1 The freedom of assembly is respected by everyone.
- 2 The student can request the location board to make a room available for activities that are related to the education within the possibilities provided by the location.
- 3 Use of facilities (e.g. computers, video, tools) is only possible after consent of the member of staff who is responsible for the relevant facilities.

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<sup>2</sup> Effective from 1 August 2014 the following provision, as laid down in Section 7.4.8 Subsection 2 of the WEB, applies: "The competent authority establishes the description of the educational programme, with reference to the number of educational support hours as intended in article 7.2.7 per programme component per study year and the number of clock hours of the practical vocational training per study year, and the rules with regard to the examination in the education and examination regulations of the institution in a timely fashion and ensures that students are informed in a complete and timely fashion of the educational programme, examinations and the offer of support for disabled students who require additional support."



**Article 23 Student registration**

- 1 Data of the student were registered by the school. The said data must be correct. The relevant student, and if he / she is a minor also his / her legal representative, can inspect the said data and, where required, request them to be changed or corrected.
- 2 The data of the student are only accessible to those who were given consent to this by the Board of Governors, e.g. the members of the location board, the deans, the mentors, the teachers of the relevant student and the members of the administration.
- 3 The data can only be made available to parties other than those mentioned in paragraph 1 and paragraph 2 if this is in the interest of the education to the relevant student, in case of a statutory obligation or with consent of the relevant student, and if he / she is a minor also of his / her legal representative.

**Article 24 Disciplinary measures**

- 1 A disciplinary measure can be imposed on the student who does not comply with the rules applicable in the school. Disciplinary measures that can exclusively be imposed by the location board are:
  - suspension;
  - removal.
- 2 Disciplinary measures that can be imposed by the location board or by the other staff are:
  - performance of punishment work;
  - removal from the class;
  - detention;
  - catch-up of missed classes;
  - cleaning of created mess;
  - performance of chores;
  - other measures with a pedagogic objective.
- 3 When imposing a measure there must be question of a reasonable relationship between the seriousness of the reason for the relevant imposition and the severity of the measure.
- 4 If a student is of the opinion that a measure was wrongly imposed on him / her by a teacher then he / she can submit this to the location board for assessment.

**Article 25 Removal of student from class or study activity**

- 1 A student who disrupts the proper progress of the class is held to leave the class as soon as the teacher tells him / her to do so.
- 2 A member of staff of the institution can remove the student from the course activity if he / she, at his / her discretion, disrupts a course activity.

**Article 26 Suspension and definitive removal of student**

- 1 The student can be suspended by the location board, or definitively be removed from the school if he / she:
  - a. repeatedly violates the rules applicable in the school after he / she has already been warned in writing and has been pointed to the potential consequences of his / her act or omission;
  - b. is guilty of serious misconduct.
- 2 A student cannot be removed in the course of the school year on the basis of insufficient results, unless article 14 paragraph 3 is applicable.

**Article 27 Procedure for suspension of student**

- 1 A decision regarding suspension is reached by the location director.
- 2 Before reaching a decision regarding suspension, the relevant student is heard.
- 3 If it is decided to suspend the student then the period of suspension is established. The school can suspend the student with immediate effect for a maximum of five school days.
- 4 The location director can extend the suspension once by a maximum of five school days, if there is reason for this.

- 5 The student can communicate his / her reaction to the school in writing within five working day after the imposition of the suspension.
- 6 If a student is suspended with immediate effect and/or is suspended from the first following day, and if the student has not attained the age of 18 yet, then the parents / carers or legal representative is contacted by telephone.
- 7 In the event of the suspicion of a punishable act, a report is filed with the police.
- 8 The suspension decision is communicated to the student and, if the student has not attained the age of 18 yet, also his / her parents / carers or legal representative by registered post and with reference to the reasons, the start date and the duration of the suspension.
- 9 If the student has attained the age of 18 then the parents / carers only receive the letter as intended in paragraph 8 if the student does not object to this.
- 10 In the suspension decision it is mentioned that the possibility exists to submit a notice of objection.
- 11 A copy of the suspension decision is kept in the student file.
- 12 A copy of the suspension decision is sent to the general manager.
- 13 The school provides for appropriate school work for the student for the duration of the suspension.
- 14 The student is given the opportunity to (yet) take tests that are missed during the period of suspension.
- 15 Multi-day suspension can give cause to the initiation of a procedure for removal.

#### **Article 28 Procedure for definitive removal of student**

- 1 The procedure for removal starts with an intention to remove.
- 2 An intention to remove is reached by the location director after consultation with the general manager.
- 3 The location director reports the intention to remove to the general manager.
- 4 The student can be suspended pending the procedure for removal.
- 5 The location director communicates the intention to remove with reference to the relevant reasons to the student and to his / her parent(s) / legal representative(s) by registered post. If the student is also suspended, this is also communicated in the letter.
- 6 In the letter as intended in article 28 paragraph 5 the student and his / her parent(s) / legal representative(s) are invited to be heard about the intention to remove.
- 7 The location director reaches a definitive decision on the removal, after approval of the general manager. The definitive decision is based on additional information and arguments of the student and, potentially, his / her parent(s) / legal representative(s) and other parties.
- 8 The definitive decision regarding removal is communicated to the student and his / her parent(s) / legal representative(s) by the location director by registered post. In the decision it is mentioned that the possibility exists to submit a notice of objection.
- 9 If the student has attained the age of 18 then the parent(s) / legal representative(s) only receive the letter as intended in article 28 paragraphs 5 and 8 if the student does not object to this.
- 10 A copy of the decisions is kept in the student file.
- 11 Definitive removal of a student to whom the Dutch Compulsory Education applies, does not take place other than after another school / facility has been found willing to admit the student.
- 12 Article 28 paragraph 11 is not applicable if it can be demonstrated that during a period of 8 weeks a school / facility has been sought in vain where the student can be admitted.
- 13 The definitive removal of the student to whom the Dutch Compulsory Education Act applies, is reported to the municipality where the student is registered.
- 14 The definitive removal of a student who has not attained the age of 23 yet, who does not dispose of a basic qualification and to whom the Dutch Compulsory Education Act is no longer applicable, is reported to the municipality where the student is registered.

#### **Article 29 Unforeseen instances**

In instances not foreseen by this agreement and insofar as it regards the rights and obligations of the student, the location board and/or the Board of Governors decide.

### **Article 30 Documents**

- 1 The student declares to have taken note of the content of the Education and Examination Regulations (OER) of the Aeres Group Foundation, part of Aeres MBO.
- 2 Finally, the student and, as the occasion arises, his / her legal representative declares that he / she has received and/or has taken note of the documents to which reference it made in this agreement and/or that are attached to the agreement as schedules.

## Other provisions of the agreement

### **Article 31 Practical vocational training**

Part of the course is the practical vocational training. Arrangements about the practical vocational training are laid down in (a) separate practical (occupational) training agreement (s) between the institution, the student and the company or the organisation that provides the practical vocational training.

### **Article 32 Content and structure of the study and the examination facilities**

The student was reasonably able to take note of information about the content and structure of the course and the examination facilities of the Education and Examination Regulations (OER) of the institution.

### **Article 33 End of agreement**

This agreement, and hence the enrolment of the student, comes to an end:

- a. after expiry of the term to which this agreement is applicable. A renewal clause is applicable to the education agreement for students who receive a diploma after the end date that is included in the education agreement.  
This implies that if a student has not completed his / her course, or the part of the course to which the agreement is related, on the end date of the agreement, the agreement remains in full force and effect up to the moment that the student completes the relevant course (or part of the course), but remains valid at the latest up to the first counting date (1 October);
- b. when the student concludes the course with a diploma or certificate of the institution;
- c. if the student has apparently left the institution on his / her own initiative during the term to which this agreement is related, after not having reacted to a repeated written notice of the institution. The subsequent termination of the agreement does not affect the obligation of the student to pay the costs as intended in article 13 in full;
- d. following the definitive removal of the student from the institution. The subsequent termination of the agreement does not affect the obligation of the student to pay the costs as intended in article 13 in full;
- e. by mutual consent of the student and the institution, after this has been confirmed by both in writing;
- f. following the demise of the student;
- g. in case the provisions set forth in article 14 paragraph 2 are applicable;
- h. In case the institution is, due to demonstrable force majeure, no longer able to offer the course;
- i. in the instance as intended in Section 8.1.1 Subsection 1a of the WEB, following immediate rescission;
- j. to the extent that it regards the vocational training pathway, if the fully signed practical training agreement is not available with the institution prior to 31 December of the year of enrolment. The subsequent termination of the education agreement does not affect the obligation of the student to pay the costs as intended in article 13 in full;
- k. after recommendation of the Central Examination Committee, as a result of conduct that is not appropriate for the professional attitude, in conformity with Section 8.1.7b of the WEB;
- l. if it becomes apparent during the course that the student does not receive a Certificate of Good Conduct (VOG), as a result of which it is not possible to participate in the practical vocational

training on account of the fact that a Certificate of Good Conduct is required in the relevant specific industry.

#### **Article 34 New agreement**

- 1 If the student appears to not be able to conclude (to have concluded) the course successfully within the imposed period (as stipulated) then the student and the institution can stipulate a new course process. To this end, a new education agreement is concluded.
- 2 If a student who successfully concluded a course at the school or leaves the school for other reasons decides to participate in a new course at the school then a new education agreement is concluded.

#### **Article 35 Entry into force of study agreement**

- 1 This education agreement takes effect two weeks after signature by the student and is basically concluded for the term of the course as mentioned on the course sheet.
- 2 During this period of two weeks the student has the opportunity of studying the education agreement and of terminating unilaterally without being subject to liability. The termination takes place in writing and must be addressed to the legal representative of the institution as mentioned under the “undersigned” on the course sheet of this agreement.

#### **Article 36 Liability**

- 1 The Board of Governors does not accept legal liability for damages that are inflicted beyond its responsibility on belongings of students. The Board of Governors does not accept legal liability for the loss of belongings of students that were lost in or at the school or during school time.
- 2 If a student inflicts damages on the school building, the teaching materials present in the same or on other assets of the Board of Governor or on other assets under the management of the Board of Governors then the said damages are remedied at the expense of the student who caused the damages or, if he / she is a minor, at the expense of his / her legal representative. If a minor student is responsible for damages then the school holds the legal representative responsible for the same.
- 3 The Board of Governors can adopt rules that prevent damages to and loss of assets as much as possible.

#### **Article 37 Objection and appeal to decisions**

- 1 If one of the parties to the agreement is of the opinion that the rules laid down in the agreement are applied incorrectly or carelessly then he / she must in the first instance solve the relevant dispute with those concerned with whom the dispute has arisen.
- 2 The student, and if he / she is a minor also his / her legal representative, can object to decisions that were reached by or on behalf of the competent authority and that are based on or are related to the application of the education agreement and the practical training agreement. A notice of objection is submitted to the Legal Protection Counter MBO.
- 3 The student, and if he / she is a minor also his / her legal representative, can object to decisions that were reached by or on behalf of the competent authority and that are based on or are related to the application of the education and examination regulations and to decisions of the examination committee or of examiners. A notice of objection must be submitted to the Central Examination Committee before it is possible to appeal to the Examination Appeals Committee. This must take place according to the Examination Appeals Regulations Aeres MBO.
- 4 The refusal to reach a decision or reaching a decision late can be put on par with a decision.

#### **Article 38 Complaints**

The student also has the possibility of submitting a complaint to the competent authority. A complaint is related to conduct and decisions or the omission of conduct and not reaching decision by the part against whom the complaint is directed. Complaints can, for instance, be related to sexual intimidation, discrimination, aggression, violence and harassment. A complaint is submitted

to the Legal Protection Counter MBO on the basis of the 'Complaints Regulations for a safe school climate', which are available via the website of Aeres MBO<sup>3</sup>.

#### **Article 39 Location rules**

If there are additional rules at a location then they are part of this agreement. The said rules can be found in the study guide of the relevant location.

#### **Article 40 Closing provision**

- 1 In the instances not foreseen by this agreement the institution decides after consultation with the student.
- 2 Disputes deriving from this agreement are brought to the cognisance of the competent court.
- 3 Dutch law is exclusively applicable to this agreement.

### **Glossary with the agreement**

In the education agreement the following terms are understood as follows:

BBL:	Practical Vocational Pathway;
BOL:	School-Based Vocational Pathway;
Board of Governors:	the Board of Governors manages the educational institution under the delegated responsibility of the competent authority;
Appeals Committee:	the committee that assesses an appeal lodged by the student;
student:	each and every student who is enrolled with the institution;
teachers:	members of staff with a teaching task;
combined pathway:	a course that consists of a combination of a BBL and a BOL course during the progression of the course;
inspector:	the school inspector;
location board:	the location director and his / her deputy;
location rules:	assembly of rules about the rights and obligations of the persons and bodies that are part of the school community;
minor student:	the student who has not attained the age of 18 yet at the moment of signature of the education agreement;
educational institution:	the Aeres Foundation, part of Aeres MBO;
OVO:	Other Education;
members of staff:	the staff affiliated with the institution;
WEB:	Dutch Education and Vocational Education Act;
legal representative:	the parent, guardian or carer of the student.

### **References to documents**

On the website<sup>4</sup> of Aeres MBO all schemes and by-laws of Aeres MBP are described, including:

- Student Statute;
- Domestic Violence and Child Abuse Reporting Code;
- Social Media Protocol;
- Suspension and Removal Protocol;
- Anti-Harassment Protocol;
- Supply of Information Divorced Parents Protocol;
- Procurement of Medicines and Medical Interventions Protocol.

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<sup>3</sup> The Complaints Regulations for safe school climate can be found via <https://www.aeresmbo.nl/over-aeres-mbo/regelingen-en-statuten>

<sup>4</sup> <https://www.aeresmbo.nl/over-aeres-mbo/regelingen-en-statuten>

# Bijvoegsel 1 Procedure course fees MBO BBL partial payment

Students who are aged 18 or over on 1 August of a course year (MBO BOL and BBL) personally pay a part of the study costs in the form of tuition fees or course fees (government funding). MBO BOL students pay the tuition fees directly to DUO. The BBL students pay their course fees directly to the institution. This memorandum regards the invoicing and potential crediting of course fees of MBO BBL students (aged 18 and over).

## Invoicing

It is described in the 'Dutch Tuition and Course Fees (Implementation) Decree 2000<sup>5</sup>' how course fees must be collected. Section 12 reads as follows:

*'For a course participant who is enrolled in the course of the course year, the course fees are reduced by a twelfth part for every month that has already lapsed in the said course year (calculated from 1 August of the relevant course year).'*

### Example 1:

A course participant enrolls on 1 September, the first course day is on 2 September. One month has lapsed since 1 August (start of the course year). Hence, the course participant only needs to pay 11/12<sup>th</sup> of the course fees.

### Example 2:

The course year starts on 1 August and the student enrolls on Friday 29 August. A full month has not lapsed since the start of the course year, hence the student pays the full course fees.

### Example 3:

A student was born on 2 August 1995 and enrolls for a BBL course on 1 December 2013. The student does not need to pay course fees because at the start of the course year (1 August) the student had not attained the age of 18 yet.

## Repayment of course fees (BBL) government funding)

In addition, Section 14 Subsection 2 of the Dutch Tuition and Course Fees (Implementation) Decree 2000 notes that the course fees must be **repaid** if the enrolment is terminated:

- 1 prior to the first day of the start of the classes in the course year;
- 2 in connection with the enrolment for a day school, provided that the enrolment takes place in the relevant course year;
- 3 due to the demise or a serious illness of the student, at the discretion of the competent authority;  
or
- 4 on account of special family circumstances to be determined by Ministerial Decree;
- 5 on account of the successful completion of the course, the course fees for the relevant course year are repaid at the request of the person liable to pay the fees by a tenth share for every remaining month of the course year during which the student shall no longer be enrolled. The last two months of the course year (June and July) are not included.

In all other instances there is no possibility of repayment. The repayment only takes place at the request of the student.

### Example 4:

A student obtains his / her diploma on 1 May. The course participant is not entitled to repayment. The course year starts on 1 August. Hence, on 1 May 9 months plus one day have lapsed. One day has lapsed of May and there is therefore no longer question of a full remaining month. The last two months are not included for crediting.

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<sup>5</sup> Dutch Tuition and Course Fees (Implementation) Decree 2000

**Example 5:**

A student switches to a BOL course of a different school on 5 November. The student is then entitled to repayment of six tenths of the course fees (start on 1 August, three months have lapsed and the 4<sup>th</sup> month has already started and the course fees are only repaid in the first ten months). **Check if the student has already paid the course fees!**

**Example 6:**

If a student cancel his / her enrolment before it has been invoiced then the correct amount can immediately be invoiced. A student who was enrolled on 1 August and who cancelled his / her registration (on the basis of one of the five reasons for repayment of BBL course fees) on 1 October but which has not been invoiced yet, then two tenths apply. Namely, two months have lapsed and in that case a tenth share for every remaining (full) month in the course year during which the course participant shall no longer be enrolled. The last two months of the course year (June and July) are not included.

**Example 7:**

A student enrolls on 10 May and cancels the enrolment on 30 August. The first course day is scheduled for 1 September. The student is entitled to repayment in full of the course fees. If the enrolment is terminated on the first day that the classes in the school year start then the student is entitled to repayment.

**Example 8:**

On 10 January the student switches from BBL level 2 to BBL level 3. The student is then invoiced the higher BBL rate for 6 months (with the exception of the first day the subsequent month).

**Example 9:**

On 1 September a student must still retake one examination. The student must enrol and pay the course fees in full. After the diploma has been obtained the student can request repayment of 8/10<sup>th</sup> of the course fees. For every remaining month (October up to and including May) the student is repaid 1/10<sup>th</sup> of the course fees, in the course of which the last two months (June and July) are not taken into account. Payment (or repayment) of the course fees is not applicable to a student who is enrolled as an external student.

**Repayment procedure**

The 'Repayment Course Fees BBL Form' is attached to this schedule<sup>6</sup>. This outlines in which instances the student is entitled to (partial) repayment of the course fees.

Repayment of course fees only takes place if the student submits this form (completely filled in and signed) to the administration of the location before the end of the course year.

The specification of the reason is checked and signed by the team leader of the student or the location board. The administration checks if the student:

- 1 actually cancelled enrolment prior to the start of the 1<sup>st</sup> course day; or
- 2 did indeed switch to a day school. In that case there must, in any case, be question of cancellation of the enrolment with the present BBL course. In case of a switch within the school, the administration can check this. In case of a switch outside the school, a copy of the enrolment certificate of the other school must be enclosed;
- 3 in case of demise, repayment always takes place, with signature of the board;
- 4 in case of a serious illness the board must give written consent, with signature;
- 5 Special Family Circumstances Ministerial Decree, signature board;
- 6 the (early) completion of the course; the administration checks whether the relevant student had obtained the diploma.

In case of points 1, 2 and 6 a signature of the team leader suffices. In case of points 3, 4 and 5 a signature of the board is required.

If the form was filled in and signed correctly and the reason for repayment is correct then crediting follows.

**Education Agreement (OOK)**

The student is informed of the possibility of partial or full repayment in the OOK. Repayment takes place at the request of the student.

**EduArte**

BBL students are invoiced and credited via EduArte.

## Repayment Course Fees BBL Form

Students who are aged 18 or over on 1 August of the course year personally pay a part of the course fees. Section 14 Subsection 2 of the Dutch Tuition and Course Fees (Implementation) Decree 2000 notes that the course fees must be **repaid** if the enrolment is terminated:

- 1 prior to the first day of the start of the classes in the course year;
- 2 in connection with the enrolment for a day school, provided that the enrolment takes place in the relevant course year;
- 3 due to the demise or a serious illness of the student, at the discretion of the competent authority; or
- 4 on account of special family circumstances to be determined by Ministerial Decree;
- 5 on account of the successful completion of the course, the course fees for the relevant course year are repaid at the request of the person liable to pay the fees by a tenth share for every remaining month of the course year during which the student shall no longer be enrolled. The last two months of the course year (June and July) are not included.

In all other instances there is no possibility of repayment.

If you want to apply for repayment of course fees then please fill in the following form:

Surname	
First name	
OV number (see OOK)	
Date of birth	
Telephone number	
Location	
Course	
Mentor	

Please tick as applicable

Reason for repayment	
<input type="checkbox"/>	Cancellation of enrolment before or on the first course day
<input type="checkbox"/>	Enrolment with day school (BOL) <sup>7</sup>
<input type="checkbox"/>	Demise or serious illness
<input type="checkbox"/>	Special Family Circumstances Ministerial Decree
<input type="checkbox"/>	Diploma obtained

Signature student:

Date:

Signature team leader / board:

Date:

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<sup>7</sup> If you switch to a different school please attach a copy of the enrolment certificate of your new course.



Please submit this form, filled in completely and signed, to the administration of the school.

<hr/> <i>To be filled in by the administration: Debtor number .....</i> <hr/>
<hr/> <i>To be filled in by the administration: Debtor number .....</i> <hr/>