

## Student Charter 2018-2021

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## FOREWORD

Summa College is a Regional Training Centre. A detailed description of Summa College, its activities and the addresses of the different schools can be found at

[www.summacollege.nl](http://www.summacollege.nl).

The students are prepared for a fully-fledged position in society during their education. Part of this is the awareness of and respect for the rights and duties of both students and staff. The Student Charter describes an important part of these rights and duties. Summa College also wants students to be treated in the same way within the various schools.

The Students' Charter is a further elaboration of the teaching agreement signed at the beginning of the academic year. The rights and obligations of both the student and Summa College, which are already described in the teaching agreement, are not repeated in the Student Charter. In addition to the Student Charter, other regulations apply within the Summa Board, each of which deals with a specific subject. In addition, each school may lay down its own rules insofar as these fall within the scope of the Student Charter. All regulations can be found on [www.summacollege.nl](http://www.summacollege.nl) or student-specific systems.

## A. GENERAL

### 1. How does the Student Charter come about and who decides about it?

- 1.1 The Student Charter regulates the rights and obligations of students and cannot conflict with other laws and regulations that also apply to students.
- 1.2 The Student Charter is adopted by the Executive Board, after approval by the Student Council.
- 1.3 The Student Charter may be amended in the interim by the Executive Board, with the consent of the Student Council.

### 2. Period of validity

The Student Charter is adopted for a period of three years. In the last six months of that period it is discussed again in the student council. It is then adopted by the Executive Board, possibly with amendments, for a further period of three years.

### 3. Application

- 3.1 The Student Charter is binding for:
  - students
  - staff
  - parents, carers and legal representatives of students
- 3.2 These Staff Regulations shall apply by analogy to the extent possible:
  - examiners other Summa College participants

## B. RULES ON EDUCATION

### 1. Responsibilities student and staff

- 1.1 Staff and students are *jointly responsible for the quality of education*. Both the school and the student are bound by the provisions laid down in various Summa College regulations, including the Education Agreement and the Study Programme Guide/EER for the study programme.
- 1.2 The responsibility of staff is reflected in matters such as:
  - a reasonable distribution of educational activities across core tasks and work processes;
  - a good presentation and clear explanation of the educational activities;
  - a good accompaniment to the learning process;
  - a good spread of educational activities;
  - Choosing suitable learning materials and books and actually using them;
  - linking homework to educational activities;
  - regular feedback on this;
  - correct approachability and accessibility.
- 1.3 The responsibility of the students for the quality of education and their own learning career is expressed in matters such as:

- adherence to the start and end times of educational activities;
- not disrupting the progress of educational activities;
- preparing the educational activities;
- keeping track of, carrying out and actively participating in educational activities;
- evaluating and reflecting on the educational activities carried out;
- taking note of the information provided by the school and acting accordingly;
- participating in any support measures;
- observing the rules and instructions of Summa College and the school in question.

## **2. Involvement of parents**

The Summa College considers it necessary to involve the parents of students in the progress of the study programme in the implementation of the education agreement and applies the following principles.

- 2.1 Students under 18 years of age are represented by their parents. This means that the communication and official documents are addressed to both the parents and the student.
- 2.2 From the moment at which the student is 18 years or older, the student himself is responsible for fulfilling obligations with regard to the programme of study. Details of progress, absenteeism, requests for information etc. will then be sent directly to the student. For students who have not yet reached the age of 21 (in connection with the maintenance obligation), these documents may also be sent to the parents.
- 2.3 Informing parents, as included in the previous paragraph, will only be discontinued after a written or digital request by the student. The parents will be informed about the choice made by the student.
- 2.4 With regard to the Montessori College other laws and regulations apply. This can be requested from the Montessori College.

## **3. Training programme and examination**

Provisions concerning examination are included in the Education and Examination Regulations.

(OER) of the course and the [Examination regulations](#)

Both are published on [www.summacollege.nl](http://www.summacollege.nl).

## **4. Communication and information**

We usually communicate with you via e-mail. For this we use your email address from school.

Current information can be found on the student information systems "My Summa" and "Its learning".

## **4. Application, admission and binding study advice**

- 4.1 On the [website](#) The Summa Board' information on the procedures we use for application and admission has been included.
- 4.2 For some courses we only have a limited number of places available. How these places are allocated can be found on the website of the course in question. The same applies to courses for which selection criteria apply.

4.3 In the event of insufficient progress of the study programme, a binding negative study advice can be given in accordance with our regulations on binding study advice published on [www.summacollege.nl](http://www.summacollege.nl)

## *activities*

### **5. Cessation of educational**

- 5.1 The management tries to prevent drop out of educational activities. If necessary, the cancelled educational activities will be offered at a different time, taking explicit account of the statutory hourly norm.
- 5.2 The student will be notified as soon as possible of the cancellation of the educational activities and, if necessary, their resubmission.

### **6. Absence of student at educational activities**

- 6.1 Everything concerning absence and absenteeism is included in the absenteeism [protocol](#) of Summa College published on [www.summacollege.nl](http://www.summacollege.nl).
- 6.2 The student himself/herself is responsible for making up for the missed educational activity(s) in consultation with the teacher(s) concerned.

## *suspension*

### **7. Student**

- 7.1 The management may suspend the student with immediate effect for a period of no more than 5 school days in the case of urgent reasons.
- 7.2 The management may extend the term referred to in 7.1 by a maximum of 5 school days once.
- 7.3 The suspension shall be notified orally and shall be confirmed as soon as possible by a written suspension.
- 7.4 Written suspension shall take place:
- by registered letter;
  - stating the reason;
  - stating the duration of the suspension, the date on which it takes effect and the date on which it ends

### **8. Removal of student from the school**

- 8.1 The student may be removed by the management, if he or she wishes to do so:
- A. regularly violates the rules of the training. However, he can only be removed after he has already been warned in writing and made aware of the possible consequences of his actions;
  - B. is guilty of serious misconduct.
- 8.2 If the management removes the student from the school, the management will also terminate the Education Agreement of Summa College with the student (art. 11 Education Agreement).

- 8.3 Subsequently, the management of the school in question determines whether the student is eligible for registration with the Education & Student Service Department of Summa College in connection with possible mediation to another study programme within Summa College.

### **9. Steps taken on removal student**

- 9.1 Step 1: Letter of intent for disposal.  
The intention to permanently remove the student will be explained to the student in a registered letter.
- 9.2 Step 2: reaction student.  
The student may respond to this within 5 school days after the date of the letter referred to in 9.1 by registered letter. This letter must be addressed to the director of the school in question. The student may be assisted by a counsellor/consultant.
- 9.3 Step 3: Letter of final decision on removal.  
The management takes a decision on the final removal. This will take place within 10 school days of the date of the registered letter in which the management announced the intention of final removal. The decision to permanently remove a student is also announced by means of a registered letter in which the management explains its decision.
- 9.4 The Executive Board may deny the student access to the higher education institution in the period from step 1 to step 3.
- 9.5 Final removal of a student to whom the Compulsory Education Act 1969 applies can only take place after the student or his parents have been given the opportunity to be heard about the intention of final removal and after the management has ensured that another school is prepared to admit that student. Another school means a school for (special) secondary education or an institution for (education and) vocational education. If it can be demonstrated that 8 weeks of unsuccessfully searching for another school to which the student can be referred, the student can be permanently removed, indicating that a written objection can be submitted within 6 weeks. The preceding sentence does not apply to students to whom the Compulsory Education Act 1969 applies and who follow secondary education.

### **11. Education agreement**

- 11.1 The agreement shall be entered into in writing. A model determined by the competent authority shall be used for this purpose. The agreement is concluded for the duration of the study of the entire study programme or for the part of the study programme for which the student enrolls.
- 11.2 The agreement regulates the rights and obligations of the student and the Summa Board.
- 11.3 The student is obliged to ensure that the agreement has been signed by him/herself (if younger than 18 also parents/carers) and handed in to the school before the start of the study programme. Admission to the lesson may be denied if the student fails to do so, except in the case of force majeure.

## **12. Property rights**

- 12.1 A student is not allowed to copy software, books, dictations and the like without prior express permission from the management.
- 12.2 The manuals, documentation and products developed by a student for his study programme and with resources from Summa Board are and remain the property of Summa Board. The Board may decide to hand over the aforementioned items, whether or not for a fee, to the student.

## **C. RULES ABOUT LIVING AND WORKING ENVIRONMENT**

### **13. Freedom of expression**

The freedom of expression enshrined in the Constitution and international treaties must be respected by all.

### **14. Freedom of**

*appearance*

- 14.1 Students should dress appropriately with respect for the other and the environment.
- 14.2 The management may require certain clothing when this clothing has to meet certain usage and/or safety requirements.
- 14.3 For reasons of communication and identification, it is not allowed to wear face-covering clothing.

### **15. Meetings**

- 15.1 The freedom of assembly enshrined in the Constitution and international treaties is respected by all.
- 15.2 The meetings may not conflict with the objectives and the statutes of Summa College and take place after consultation with the management of the school.
- 15.3 Students have the right to hold meetings on matters relating to the study programme. They may make use of the facilities of the school for this purpose.
- 15.4 The management may decide to prohibit student meetings if they prevent students from participating in educational activities or endanger general safety.
- 15.5 The students are obliged to leave a room made available to them in a proper manner.
- 15.6 The users are responsible and liable for any damages.

### **16. Student Council**

A student council has been established within Summa College in accordance with the relevant provisions of the WEB. The relevant powers and more information have been published on [www.summacollege.nl](http://www.summacollege.nl)

## **17. Co-use of bulletin boards**

- 17.1 The student council and any other student organisations may, in consultation with the management, make announcements about their activities on notice boards.
- 17.2 Communications and posters must not be of a commercial or political nature. The information must not be discriminatory, insulting, disruptive or contrary to morality.
- 17.3 No announcements may be made in places other than those mentioned in 17.1 and 17.2 without the approval of the management.

## **18. Student registration and privacy protection**

There is a [privacy policy](#) for registration of personal data of participants. These rules have been published on [www.summacollege.nl](http://www.summacollege.nl)

## **19. Internet and e-mail usage**

There are a number of rules of conduct and use, which are laid down in an [ICT-regulations](#) This code of conduct is published on [www.summacollege.nl](http://www.summacollege.nl)

## **20. Undesirable manners**

For complaints in case of (sexual) harassment, discrimination, extreme harassment, aggression and (threat of) violence, our complaints procedure applies. More information can be found at [www.summacollege.nl](http://www.summacollege.nl).

## **21. General behavioural obligations**

- 21.1 The Student should behave in such a way that the smooth running of the school is not disturbed.
- 21.2 If a student causes damage to the buildings, the grounds of the Summa Board or otherwise, whether or not under the influence of alcohol or drugs, he or she will be held liable for this.

## **22. Regulations of the school**

The student observes the regulations that apply to the school in the buildings and on the grounds of the school.

## **23. Disciplinary measures**

### **23.1 Powers**

- a. Employees of Summa College who deal directly with students are authorized to take disciplinary action.

b. Heavier disciplinary measures, such as suspension and removal, must be taken or confirmed by the management.

23.2 Against a disciplinary measure imposed by a staff member, a student can make use of the [complaints mechanism](#) which is published on [www.summacollege.nl](http://www.summacollege.nl).

23.3 Sanctions/measures

a. In determining the penalty, there should be a reasonable relationship between the disciplinary measure and the seriousness of the offence. There should also, where possible, be a link between the nature of the offence and the type of penalty.

b. It must be clear for which offence the punishment is given.

#### **24. Information**

The management provides sufficient information on the course of events at school, study progress, professional practice, exemptions, etc.

#### **25. Alcohol and drugs**

25.1 The possession of alcohol and drugs is not permitted within the school and its grounds.

25.2 The use of alcohol and drugs is not permitted during educational activities. If alcohol and drugs are used during educational activities, the management will take appropriate measures.

25.3 It is not permitted to use the grounds or buildings of Summa College under the influence of the following substances

of alcohol or drugs. The management will take appropriate measures against a student who, under the influence of alcohol or drugs, enters the grounds and buildings of Summa College.

25.4 The use of alcohol in non-educational activities organised by the management, such as school parties, should be moderate. Management is responsible for the extent to which alcohol is used. In such activities, the use or possession of drugs is not permitted.

25.5 Dealing in drugs and alcohol within the school and its grounds and/or during educational or non-educational activities organised by the management is prohibited. A student who is guilty of this will be immediately suspended. The management will report this to the police and will contact the student's parents if they are under 18 years old.

#### **26. Weapons**

26.1 Possession of weapons is not allowed.

26.2 A student who, within the school and its grounds and/or during

educational activities or non-educational activities organised by the management shall be immediately suspended. The management shall report this to the police. If the student is less than 18 years old, the management will contact the parents.

#### D. DISPUTE RESOLUTION

If the Student Charter is not applied correctly or carelessly, use may be made of the [complaints mechanism](#) published on .

#### E. FINAL PROVISION

In situations not provided for in this Student Charter, the Executive Board shall decide.

#### ANNEX GLOSSARY

For the purposes of these Staff Regulations:

<b>Profession</b>	Protest against the failure to comply or to comply in full with an objection to a decision. This protest is addressed to a body that is independent of the decision-maker.
<b>Competent authority</b>	Executive Board of Summa College.
<b>Objection</b>	Objection to a decision. That protest is addressed to the authority that made the decision.
<b>Executive Board</b>	Executive Board of Summa College.
<b>Participant</b>	This refers to students in regular MBO education as well as students of Montessori College, as students in our adult education as participants in contract activities and as persons who participate in an EVC procedure.
<b>Management</b>	Director, education team leaders of one of Summa College's schools.
<b>Exam participant</b>	The person who is enrolled at Summa College for the exclusive use of the examination facilities.
<b>General complaints committee</b>	Commission that can deal with complaints concerning incorrect or careless application of, inter alia, the Student Charter and advise the management of the school on this matter.

<b>Institution</b>	Summa College as an institution recognised by law to provide education in the form of (vocational) training/education and of which the competent authority gives the students the opportunity to take an exam.
<b>Works Council</b>	Participation body of Summa College consisting of employees of Summa College, as referred to in the Works Councils Act (WOR).
<b>Educational activity</b>	Activity aimed at obtaining a (partial) qualification.
<b>OER</b>	Document in which the most important characteristics of the study programme, such as content, set-up, duration of study for a group or groups of students and the examination are laid down by the competent authority of the institution. The OER are published on <a href="http://www.summacollege.nl">www.summacollege.nl</a>
<b>Education Agreement</b>	Agreement between student and competent authority, which forms the basis of the enrolment. The agreement regulates the rights and obligations between the institution and the student.
<b>Training</b>	A set of educational activities with at least the aim of achieving a qualification.
<b>Parents</b>	Parent(s), carers and legal representatives of students.
<b>Staff</b>	All members of staff attached to Summa College.
<b>School</b>	An organisational unit of the Summa College for Vocational, educational or secondary education.
<b>School day</b>	Any day other than Saturday, Sunday, recognised public holiday or a day falling within the periods of the school holidays determined by Summa College.
<b>Student</b>	The person who is enrolled at Summa College to follow a vocational training / education course or part thereof.
<b>Student council</b>	Participation body of Summa College consisting of students of Summa College, as referred to in the Education and Vocational Education Act.
<b>WEB</b>	Education and Vocational Education Act