

## **Document 4 cover**

# **Participants' Charter, Language and Prep Program**

**Language and Prep Program, university of applied sciences profile  
Nature, Technology and Health  
2022-2023 academic year**

The present document is intended for participants of HAN's Language and Prep Program (LPP). It describes rights and obligations as participants in the LPP, as well as the regulations regarding complaints.

This document was drafted in accordance with the Policy Guideline issued by the Dutch Minister of Education, Culture and Science on 25 May 2021, no. MBO/25782734, for existing institutions without an official program for other education, specifically statutory requirement 5 under article 7.4.8, paragraph 4, of the Dutch Adult and Vocational Education Act (*Wet Educatie en Beroepsonderwijs*, WEB).

Further rights and obligations of participants whose civic integration is financed by their municipality are recorded in a Learning Agreement. A Learning Agreement is a contract for education that is drafted with input from the municipality where the participant is a resident and from the educational institution. Before the LPP begins, the Learning Agreement is signed by the participant, a municipal representative and representatives from HAN and Radboud University. Municipalities are under a contractual obligation to draft and sign Learning Agreements. The format for the Learning Agreement is included in an appendix to the Participants' Charter. The rights and obligations under the Learning Agreement supplement the rights and obligations set out in the Participants' Charter.



## **Participants' Charter, Language and Prep Program**

### **University of applied sciences profile Nature, Technology and Health**

2022-2023 academic year

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## 1 The Participants' Charter

This Participants' Charter lays down the rights and obligations of participants in the LPP of HAN University of Applied Sciences for the 2022-2023 academic year.

## 2 Education & evaluation

The courses in the LPP are designed to give the participant a reasonable likelihood of fulfilling the education-related requirements.

The content of the courses, and the rules for education and examination, are described in the Education and Examination Regulations for the Language and Prep Programs of HAN and Radboud University. Those Education and Examination Regulations also stipulate the language in which the education and exams are given.

The institution has introduced a system of quality assurance and has arrangements in place for the quality of the education to be reviewed on a regular basis. Those reviews also incorporate participants' opinions of the quality of the education provided by the institution, and involve independent experts and stakeholders.

## 3 Rights and obligations of the participant

As a participant in the LPP, you have the following rights:

- The right to participate in the classes of the LPP for which you are enrolled;
- The right to take tests and exams for the LPP for which you are enrolled, unless you have reached the maximum number of attempts under the Dutch Civic Integration Decree 2021 (*Besluit Inburgering 2021*). In that case you may take part in the exam component after paying the cost of an exam attempt;
- The right to be awarded a certificate once you have completed all the exam components of the LPP for which you are enrolled;
- The right to access HAN's buildings, facilities (online and otherwise) and collections, assuming that you are enrolled for HAN's LPP, and as long as this is not incompatible with the nature or interests of the education;
- The right to use HAN's study centers;
- The right to make use of a HAN student counselor's services;
- The right to coaching aimed specifically at assisting the participant in completing the LPP (study coaching);
- The right to advice, once every three months, on your study progress;
- The right to a statement of enrollment in the LPP for which you are enrolled;
- The right to counseling from a student psychologist;
- The right to facilities for studying with disability or chronic illness;
- The right to use HAN's email service;
- The right to legal protection and a complaints procedure;
  - Note: the results of the State Exam for Dutch as a Second Language (NT2) are not open to appeal, although the participant may register a complaint or review the

exam. Similarly, the results of the State Exam for Knowledge of Dutch Society are not open to appeal,<sup>1</sup> nor may the participant review the exam. However, the participant may lodge a complaint about the circumstances of the exam.<sup>2</sup>

- The right to protection of your personal data.

Participants in the LPP have the following obligations:

- Before the LPP begins, each participant must sign a Learning Agreement, which is also signed by the municipality and the educational institution. Under the Learning Agreement, the participant commits to abide by the rights and obligations of this pathway, including an attendance requirement of at least 80%;
- The obligation to use the education and exam facilities and HAN's systems (online and otherwise) only for purposes related to the LPP, and to refrain from unlawful use;
- The obligation to refrain from unlawful use of the statement of enrollment;
- The obligation to maintain safety and orderliness;
- The obligation to refrain from sexual harassment, intimidation, aggressive behavior and discrimination;
- The obligation to comply with the rules of the educational institution while the participant is on its premises;
- The obligation to observe the smoking ban that applies on HAN's premises;
- The obligation to pay the mandatory costs that are charged if the participant exceeds the number of exam attempts included in the original enrollment. If the financial contribution for participation in a subsequent exam attempt is not paid on time, the participant is not entitled to take part in the exam or the exam component.

## 4 Coaching of the participants

Each LPP participant is assigned a mentor, who will discuss the participant's progress with them every calendar quarter. Radboud University's LPP coordinator will also be part of those progress interviews. Additional progress interviews with your mentor can be scheduled if necessary or if you want. You are also assigned a coach to help you decide on your further studies, particularly in Period 4 of Phase 1 and Period 1 of Phase 2.

If your mentor or coach is unable to provide the assistance you need, they can refer you to a student counselor, a study and career advisor, a student psychologist or the student coaches.

## 5 Special facilities for students with disability

HAN offers a variety of facilities and arrangements for students with specific needs (e.g. dyslexia, an illness or chronic disease, ADD, ADHD, depression, autism or physical disability), for example:

- Facilitated studying (for example with extra time allowed);
- Studying with a buddy (where a student with ASD, ADD, ADHD or mental or physical disability is partnered with a student who will support them);

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<sup>1</sup> See articles 9 and 17 of the [Examination Regulations for the State Exam for Dutch as a Second Language 2021](#).

<sup>2</sup> See <https://inburgeren.nl/images/examenreglement.pdf>

- Pregnancy and/or parenthood during the studies;
- Radboud University's campus has a braille printer;
- Information about building accessibility;
- Dispensation from parking fees.

A participant with specific needs or functional disability, as described above, should contact their mentor. If necessary, the mentor will refer the participant to one of HAN's student counselors to discuss the possibilities for facilities and support to accommodate the participant's needs and/or disability. The participant and the student counselor will then draw up a "support agreement", in which the student counselor gives their advice on what special facilities should be granted to the participant. If anything changes in the participant's situation during the LPP, they should contact the student counselor. The participant should discuss their support agreement with their program's study advisor.

### **Unexpected circumstances**

If an unexpected circumstance arises, for example:

- a long illness or chronic disease;
- physical, sensory or other disability;
- pregnancy;
- special family circumstances.

you should report this to your mentor as soon as possible to make arrangements about your study pathway.

## **6 Rules about safety and privacy**

### **Safety, including social safety**

Participants in the LPP are also required to act in accordance with [HAN's code of conduct](#). That code explains what rules and guidelines you have to follow on HAN's premises, in its buildings and in its online environment.

Besides the code of conduct, the more specific [code of conduct for the use of data and information systems](#) at HAN also applies wherever possible, with all references to "student" being read as "participant".

The purpose of that code is to establish rules for:

- ensuring system and network security, including against loss, damage and improper use;
- preventing sexual harassment, discrimination and other punishable offenses;
- protecting confidential information belonging to HAN, its staff and its students;
- preventing negative publicity.

All these codes and rules are available [on HAN's website](#).

### **Privacy**

Participants in the LPP are required to act in accordance with [HAN's Privacy Regulations](#). The Privacy Regulations cover various matters such as which personal data are processed at HAN, who these personal data may be disclosed to, and the rights of the people whose personal data are processed.

## 7 Complaints

If you have a complaint, or if you disagree with a decision, you can contact one of the following offices, depending on the nature of the complaint.

### 1. Complaints about services

If your complaint concerns a service, for example if you have a complaint about a class, the class location, your timetable, the organization etc., you should talk to the lecturer or your mentor first. If you are not able to come to an arrangement, you can file a formal complaint with the LPP Complaints Committee, which includes representatives from both HAN and Radboud University. The LPP Complaints Committee can be contacted by email through the Complaints and Disputes Office ([Bureau.klachtengeschil@han.nl](mailto:Bureau.klachtengeschil@han.nl), tel. 024-3530529). The Complaints and Disputes Office will forward your complaint to the LPP Complaints Committee, which will review your complaint and advise the Dean of the School of Education, who has ultimate responsibility for the LPP.

### 2. Complaints about exams

If you have a complaint about an exam, you can contact the Board of Examiners for the LPP, at [Examcommissie.TGLO@han.nl](mailto:Examcommissie.TGLO@han.nl).

### 3. Appeals

If you want to file an appeal against the result of an exam, you should contact the Appeals Board, via [Bureau.klachtengeschil@han.nl](mailto:Bureau.klachtengeschil@han.nl). Your email should explain clearly what your appeal is about.

### 4. Complaints about unacceptable behavior or discrimination

If you have a complaint about intimidation or aggressive behavior by staff or students, or if you experience discrimination or sexual harassment, you should discuss the matter with your mentor. If you are not able to find a solution, or if you prefer not to talk to your mentor about the situation, you can contact one of HAN's confidential counselors. Confidential counselors will listen to your grievances, and advise on what to do if you experience unacceptable behavior. Everything reported to a confidential counselor is kept strictly confidential. Do not hesitate to get in touch with the confidential counselor of your choice. For further details, visit the [Confidential counselors \(han.nl\)](#) page on HAN's intranet.

### 5. Complaints procedure

The procedure for complaints is as follows:

- You send your complaint to the Complaints and Disputes Office, stating your name and address, the date and a description of the situation that your complaint concerns.
- You then receive an email confirming receipt of the registered complaint.
- The Complaints and Disputes Office forwards your complaint to the LPP Complaints Committee, which will review it. The Complaints Committee is made up of the Policy Advisor of the Central Policy Department for Education, Research & Quality Assurance (HAN



University of Applied Sciences), the Head of Student Affairs (Radboud University) and the Head of Student Affairs, Language Team and International Office (Amsterdam University of Applied Sciences).

- The person who is the subject of the complaint is then sent a copy of the complaint and the accompanying documents, with an announcement that the LPP Complaints Committee will advise on the complaint.
- The LPP Complaints Committee invites the person who filed the complaint and the person who is the subject of the complaint to be heard, and draws up records of those hearings.
- The LPP Complaints Committee sends a report of its findings, accompanied by its advice, recommendations (if any) and records of the hearings to the Dean of the School of Education.
- The complaint is handled by the Dean within six weeks after it was first submitted, unless the review of the complaint is suspended (for a maximum of four weeks).
- The person who filed the complaint receives the Dean's written response, with a decision, an explanation of the reasons, and where applicable the consequences.
- If the Dean's conclusions are not the same as the LPP Complaints Committee's advice, the conclusions will include an explanation of why they are different, and the advice will be included for information purposes.

The full text of the Complaints Regulations and contact details of all the confidential counselors can be found on HAN's website: <https://www.hanuniversity.com/en/study-and-living/studying-at-han/rights-and-responsibiliti/>.

Complaints concerning the State Exams for Dutch as a Second Language (NT2), Program II and Knowledge of Dutch Society follow a different procedure. The educational institution is not responsible for administering or grading those exams.

If the participant's complaint concerns the State Exam for Dutch as a Second Language (NT2), Program II, it may be submitted until 3 weeks after the exam, addressed to the Board of Tests and Examinations (*College voor Toetsen en Examens*) and emailed to [nt2@duo.nl](mailto:nt2@duo.nl).

If the complaint concerns the Knowledge of Dutch Society exam, you should fill out the DUO complaints form on [www.inburgereren.nl/contact.klacht](http://www.inburgereren.nl/contact.klacht). DUO is required to reply within 6 weeks.

## Appendix Standard form: Learning Agreement

**HAN TALENCENTRUM**

Postbus 6960  
6503 GL Nijmegen  
Kapittelweg 35  
6525 EN Nijmegen  
T +31 (0)24 3530304  
E talencentrum@han.nl  
www.han.nl/talencentrum



**Radboud Universiteit**



### Education Pathway Learning Agreement – Language and Prep Program (HAN/Radboud University)

#### Name and address of the integrating participant:

First name	
Last name	
Address (street name and number)	
Postcode and place of residence	
HAN student number	

#### Learning outcomes:

Participant's own goals and motivation:	
Provider's advice on goals to be achieved	
Estimated duration of the education pathway (depends in part on the date of application)	
Potential obstacles	
Possible solutions	

#### Costs:

Tuition fees	
Other costs, to be financed by the municipality	

### Plan and timetable:

Start date for interim class, if applicable	
Timetable for interim class	

The LPP start date is highlighted in the table below, with the timetable for this academic year. The maximum number of participants for the group is 20. HAN Language Center monitors the progress with the LPP, and discusses that progress with the participant and if necessary with the municipality. Classes are taught on the HAN campus in Arnhem.

The timetable is as follows:

Phase 1A From A0 to A2				
Phase 1B From A2 to B1				
Phase 2 Prep Year				

After successfully completing Phase 1B, the participant advances to Phase 2: the Prep Year. The Prep Year starts once a year, in September. It is a full-time program for 1 academic year.

If completion of Phase 1B does not coincide with the start of the Prep Year, the participant will be coached in a bridging group (with exception of the holiday periods). The aim is to get extra practice with Dutch as a Second Language (4 class hours per week), and if possible to start preparing for one or more specific courses. During the bridging period, the participant is encouraged to do an internship or otherwise gain work experience using the partner network of HAN and Radboud University.

Required basic courses for Prep Year:

- Dutch as a Second Language (NT2), B1 to B2+ (passing the Dutch State Exam for level B2)
- English
- Mathematics
- Study skills
- Education and Career Orientation

Specific courses, depending on chosen education:

- Biology
- Physics
- Chemistry

The Prep Year consists of 4 periods, each of about 10 weeks of class. At the end of Period 1, a decision will be made on whether the participant will continue the Prep Year at HAN, in preparation for study at a university of applied sciences, or at Radboud University, in preparation for research university studies.

Upon successful completion of the Prep Year, the participant will have the following certificates: State Exam for Dutch as a Second Language (NT2), Program II, level B2, and a Certificate for the Language and Prep Program from HAN or Radboud University.

### Record of agreements with the integrating participant ("participant"):

1. After signing this Learning Agreement, the participant will receive the class timetable, textbooks and other learning materials from HAN or from Radboud University ("Provider").
2. Classes are taught on the HAN campus in Arnhem. If the participant qualifies to prepare for study at Radboud University, starting in the second quarter of Phase 2 of the program the classes will be taught at the Radboud campus in Nijmegen, unless the other arrangements described above state otherwise.
3. In some cases, classes will be taught online, for example if the COVID-19 policy changes or when the participant takes certain specific courses during Phase 2 of the program.
4. The participant has their own laptop with camera, microphone and loudspeaker. The participant has a good Wi-Fi connection (at home or elsewhere). During online classes, the participant will turn on the camera and sound if the teacher asks them to.
5. The entire program has an attendance requirement: the participant must attend at least 80% of the classes, including online classes.
6. As long as this Learning Agreement is in effect, the participant may not sign a contract with another course provider for Dutch as a Second Language (NT2) or for the preparation courses that are included in the LPP.
7. As long as this contract is in effect, the participant may only take exams administered by DUO in consultation with their mentor for the LPP.
8. The participant must notify the teacher directly of any absence or illness.
9. The participant must inform the secretarial office of HAN Language Center immediately if their contact details change.
10. The participant consents to the exchange of contact details and information regarding enrollments and exams between HAN Language Center and Dienst Uitvoering Onderwijs (DUO) (with its registered office at Kempkensberg 12, 9722 TB Groningen) and Radboud University (with its registered office at Houtlaan 4, 6525 XZ Nijmegen), Department of Student Affairs.
11. The participant consents to the exchange of contact details and information regarding their study progress and test results between HAN Language Center and Radboud University, Department of Student Affairs.
12. The participant consents to the exchange of contact details and test results between HAN Language Center and science education institute WisMon (with its registered office at Lucasbolwerk 15, 3512 EH Utrecht) and between Radboud University and WisMon. These data will be kept on file for no more than one year and will only be used to support the classes provided by WisMon.
13. The participant authorizes HAN Language Center and Radboud University to apply for exams and request exam results from DUO (State Exam for Dutch as a Second Language (NT2)) on the participant's behalf.
14. The participant's details will be destroyed if and when they are no longer needed.
15. The participant has received a HAN student number and HAN login details, giving access to HAN's digital information systems that the participant will use.

16. The participant's rights and obligations are laid down in the Participants' Charter for the Language and Prep Program (*Deelnemersstatuut Taalschakeltraject*) of HAN University of Applied Sciences and Radboud University, respectively. Among other details, the Participants' Charter lays down rules on privacy, rules of conduct, and regulations regarding special facilities for students with disability. The Participants' Charter can be found in the participant's online educational environment.
17. If a participant wishes to file a complaint or an appeal, they should initially try to resolve the matter with the providers. They can ask their mentor to assist with this. If this fails, the participant may file a complaint with the Complaints and Disputes Office, which can be reached at [Bureau.klachtengeschil@han.nl](mailto:Bureau.klachtengeschil@han.nl), tel. 026-3691504.
18. The LPP is governed by Education and Examination Regulations (EER), which can be found on OnderwijsOnline.
19. The participant may cancel their participation in the LPP only in the following cases:
- If the participant transfers to an education pathway at MBO level, and then only in consultation with the provider and the municipality, and subject to the municipality's consent;
  - If the participant transfers to a B1 pathway, and then only in consultation with the provider and the municipality, and subject to the municipality's consent;
  - If the participant moves house, in consultation with the municipality, and the distance to the provider becomes too great for daily travel.

## Signatures

All the parties involved hereby agree to all the details, arrangements and conditions contained in the Learning Agreement.

<b>Participant's</b> name:	
Participant's signature:	
Date:	

For the providers **HAN and Radboud University**:

Name and job title:	
Signature:	
Date:	

For the **municipality**,

Name of municipality	
Name and job title:	
Signature:	
Date:	