



TYPE: POLICY
SUBJECT: STUDENT WORK PLACEMENT REFERENCE: LWP11
DATE OF POLICY: 21 st October, 2021 (To become effective on 1 st January, 2022)
LAST REVIEWED:
APPROVED BY: The Board of Directors
<p>DEFINITIONS</p> <p>For the purposes of this document:</p> <p>a “work placement” refers to a planned specific experience, normally outside the Institution, either in a workplace of the Vassallo Group or of another provider where the learning outcomes are an intended and integral part of the programme and module or unit of the course of study;</p> <p>“sponsors” means the organisations or individuals approved by Learning Works to deliver the work-based learning component;</p> <p>“training logbook” means a reflective work-based logbook, which presents a systematic report of activities conducted during the periods of work-based learning.</p>

POLICY

The principles underlying this policy are that all placements:

- Are integral to the programme of study.
- Are an extension of the learning process carried out during lectures and allow the student to integrate theory and practice.
- Facilitate the student's development of the required standards of proficiency.
- Are in a setting that reflects the normal context and environment for that practice.
- Are of a number and duration that enable learners to fulfil the demands of the profession.
- Are to be carried out by not later than three months after the lectures are completed.

RESPONSIBILITIES

Learning Works is responsible for:

- Ensuring the quality, standards and the student experience for work placement learning.
- Approving, recording, monitoring and reviewing work placements to ensure the quality of the learning experience and the continued appropriateness of the work placement. These work placement visits will be carried out by the mentoring staff of Learning Works and moderated by the Internal Quality Assurers (IQA).
- Issuing clear guidance to those involved in the work placement, including placement providers, Learning Works' staff and students.
- Drawing up a training programme plan that shall contain the following information:
 - i. training programme title;
 - ii. relevant skilled and technical occupation;
 - iii. eligibility and entry requirements;
 - iv. calendar dates and hours to be spent at Learning Works and work-based locations including number of hours or working days for each week of the calendar year when a learner will be engaged in work-based learning with the sponsors and engaged in institution-based learning;

- v. learning outcomes and credits for institution-based and work-based learning defining the knowledge, skills behaviours and attitudes to be gained;
- vi. assessment methodology providing the types of assessment, dates, duration, location at the sponsor and at Learning Works;
- vii. qualification or award level obtained on the Malta Qualifications Framework and the equivalent European Qualifications Framework or on international qualification structures recognized by industry on successful completion of the full learning programme;
- viii. progression to further training programmes;
- ix. due date of review of the educational content of the training programme by Learning Works.

RIGHTS AND OBLIGATIONS

1 Learning Works shall:

- i. act as the administrator of the training programmes and shall be responsible for the development, co-ordination, control, assessment and certification of the training programmes, as well as the provision of the institution-based learning component;
- ii. develop training programmes in consultation with sponsors;
- iii. review the programme every three years;
- iv. conduct internal quality audits on training programmes and their support administrative processes;
- v. Set up a Work-Based Learning Operational Board to develop, administer, control and improve all processes pertaining to the training programmes in relation to work-placements;
- vi. ensure that training programmes, systems and processes reflect the national strategy for social inclusion in education;
- vii. issue the qualification or award for each training programme in accordance with the Malta Qualifications Framework or on international qualification structures recognized by industry;
- viii. mediate on issues relating to-work-based learning and training which may arise between the learner and the sponsor;

- ix. ensure that entry requirements and the selection of learners are equitable and free from discrimination on the grounds of age, belief, creed and, or religion, colour, ethnic origin and, or race, disability, family responsibilities and, or pregnancy, family and, or civil status, gender expression and or gender identity, genetic features, health status, political opinion, sex and, or sex characteristics, and sexual orientation;
- x. oblige learners to keep a written training logbook record up to date, and to inspect the records insofar as such records are required as part of the work placement;
- xi. provide proper health and safety equipment and facilities in accordance with the Occupational Health and Safety Authority Act;
- xii. ensure that learners are covered by the sponsor's public liability insurance;
- xiii. ensure that the learners' well-being is safeguarded and that they are trained in an environment that is free from discrimination, workplace bullying or harassment.

2 a. Learners shall have the following rights:

- i. they may be eligible to benefit from student maintenance in terms of the Student Maintenance Grant Regulations;
- ii. those on apprenticeship programmes have the right to an income equivalent to the national minimum wage per hour for the hours spent at the workplace as stipulated in the training programme plan. The income per hour is calculated as the income derived from the sponsor and from the student maintenance grant.

2 b. Learners shall:

- i. perform tasks entrusted to them as part of their work-based training;
- ii. undergo vocational education and examinations as outlined in the training programme plan;
- iii. abide by the instructions given to them within the framework of their work-based training by the sponsor, trainer or any other persons entitled to give such instructions;
- iv. attend for work-based training in accordance with the pre-established training programme plan;
- v. attend for any institution-based learning as provided by Learning Works;
- vi. update the training logbook on a regular basis as established by Learning Works;

- vii. notify Learning Works if the sponsor is not adhering to the conditions established by Learning Works;
- viii. abide by the rules of behaviour as established by the sponsor and Learning Works.

TRAINING AGREEMENTS

- There shall be a training agreement for work placements which has to be signed before the commencement of the training programmes by the sponsor, the learner and Learning Works.
- A training agreement is binding throughout the duration of the programme and shall end upon the expiration of the period of training and upon successful completion by the learner of the training programme as established in the training agreement. If the learner fails to successfully complete the training programme s/he may request an extension until the next possible occasion for successful completion of the training programme which period shall not be extended for more than one year.
- A learner who discontinues the work-based period before the time specified by the training agreement shall not be liable to pay the sponsor any amount in respect of the training received during the time spent at work as well as for the remainder of time specifically agreed upon for the work-based period.
- A training agreement for work-placements that are not remunerated shall contain the following conditions:
 - i. identification of the recognised skilled and technical occupation for which the work-based learning is conducted;
 - ii. identification of Learning Works as the overseer of the training programme;
 - iii. identification of the sponsor and the lead trainer within the organisation who would act as the lead trainer for the learner throughout the training programme;
 - iv. start, end date, duration and the specific hours of the work-based component of the training programme;
 - v. training programme plan issued by Learning Works;
 - vi. indication of the premises for the work-based learning.
- Learning Works shall set up and maintain a register for the training programmes it administers.
- Learning Works shall submit an annual report to the Malta Further and Higher Education Authority *inter alia* on the following:

- i. training programmes in progress by occupation, gender, nationality and level of certification;
- ii. training programmes concluded that year by occupation, gender, nationality and level of certification;
- iii. training programmes to be concluded in the forthcoming year by occupation, gender, nationality and level of certification.

WORK-BASED LEARNING OPERATIONAL BOARD

- Learning Works shall establish a Work-based Learning Operational Board which shall consist of at least three members one of whom shall serve as Chairperson who shall have sufficient expertise and knowledge on the subject matter and shall be an employee of the institution.
- This Board shall *inter alia*:
 - i. Adapt, where possible, existing curricula into training programmes including a work-based learning component;
 - ii. review training programmes;
 - iii. establish regulations for the assessment of training programmes.

TRANSFER OF LEARNERS

- The rights and obligations of any sponsor under any training agreement, may, with the consent of all parties be transferred to another sponsor.
- Such transfer shall be complete when it has been registered in the Register of Training Agreements.
- Learning Works may, upon the request of the sponsor, or learner, or both, or on its own discretion, terminate the agreement by giving written notice of such decision to both parties, and transfer the learner to complete the training programme with another sponsor in the eventuality that:
 - i. either the sponsor or the learner is unable to fulfil the conditions of the training agreement; or
 - ii. either the sponsor or the learner fails to observe any of the conditions of the agreement; or
 - iii. any difference or disagreement arises between the sponsor and the learner; or

iv. either the sponsor or the learner is convicted of a serious criminal offence.

- The sponsor is not obliged to retain the learner beyond the period of the training programme.
- Where, during the period of training, any dispute arises between the sponsor and a learner, the sponsor shall be entitled, as from the date of reporting the circumstances to Learning Works to suspend the learner from work, saving the right of the learner for full reinstatement if the final decision is in the learner's favour.
- Disputes between the learner and Learning Works shall be addressed through a grievance lodged with Learning Works followed by an appeal if necessary.
- There shall be a Work- Based Learning Appeals Board to which any party may appeal if aggrieved by a decision made by Learning Works.
- In the event of a dispute between the sponsor and Learning Works, either party can raise the issue to the Appeals Board.
- This Appeals Board consists of an independent chairperson and two independent members appointed by the Minister for Education.

Charlo Bonnici
CEO