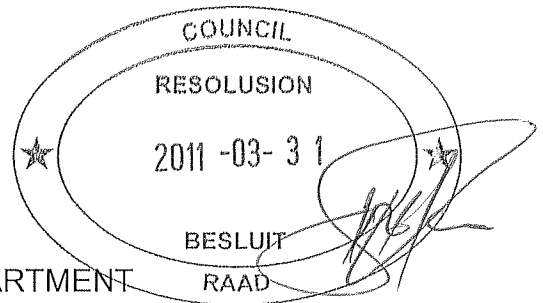


REF: TLMA 16/1/P
Humaira Choonara (1356)
COUNCIL: 31 March 2011



27. CORPORATE AND SHARED SERVICES DEPARTMENT
(TSHWANE LEADERSHIP AND MANAGEMENT ACADEMY)
REVIEW OF BURSARY POLICY: EMPLOYEES' SERVICE BINDING
**(From the Mayoral Committees: 9 November 2010, 5 January 2011 and
2 March 2011)**

1. PURPOSE

The purpose of the report is to recommend the review of part of the bursary policy, approved in 2009, namely:

- increase of the service binding amount (threshold), and
- bring the service binding/ work back stipulations in line with best practice.

2. STRATEGIC OBJECTIVE

This report addresses:

- Strategic Objective 6: Promote sound governance;
- Strategic Objective 7: Ensure financial sustainability; and
- Strategic Objective 8: Optimal institutional transformation to ensure capacity to achieve set objectives (revised Integrated Development Plan and Service Delivery and Budget Implementation Plan for 2010/11).

3. BACKGROUND

This report was referred back to make specific additions. These additions will be done under separate headings, and in Annexure A, in so doing addressing all the listed requirements of MayCo of 5 January 2011.

3.1 Statutory prescripts: scarce and critical skills

The bursary scheme was introduced to, amongst others, participate in specific inter governmental programmes, to adhere to relevant statutory prescripts and to inter alia adhere to Sector Skills Plan directives and LGSETA regulations that direct that the Municipality, through its Workplace Skills Plan, should as a priority address critical and scarce skills shortages experienced.

3.2 Identification: scarce and critical skills

A scarce and critical skills needs analysis for bursary and training purposes is done annually with line management of the Municipality.

Departmental leading officials are guided in the needs analysis to also pay attention to:

- future skills requirements (type);
- succession planning;
- workforce planning requirements; and
- career management.

The Talent and Learning Management section then advise on the type of bursaries required for the next year.

3.3 Attraction in terms of scarce and critical skills identified

Advertisements are placed annually to attract high potential bursars for specific scarce and critical skills requirements of the institution.

3.4 Retention of bursars with scarce and critical skills

The bursary scheme enhances the retention strategy (developed, implemented and reviewed by Strategic Human Resource Management) through:

- contractual agreements with service binding clauses;
- career pipelines and –planning; and
- headhunting outstanding bursars for permanent employment.

3.5 Executive summary: Bursary policy

The bursary policy, apart from addressing critical and scarce skills and the retention of quality bursars, may also be applied to:

- achieve the strategic objectives and priorities of Council;
- reach affirmative action targets; and
- enhance individual career plans.

Please find for ease of reference, attached as Annexure A, an executive summary to be used as a cryptic exposition of all the different types of bursaries that the Municipality administers. (Please note that the Mayoral Committee in the final instance is clothed with the exclusive responsibility to approve the schedule of proposed bursars.)

4. ENVIRONMENTAL FACTORS IMPACTING ON THE BURSARY POLICIES

Policies must keep up with the times (e.g. inflationary realities) and take the external and internal environmental factors into consideration.

4.1 External environmental factors

The Municipality is not an island and must contribute, in relation to its ability in terms of government programmes, to create new ideas and knowledge to promote economic development (the so called Knowledge Economy) that will create meaningful employment. Tshwane must make a meaningful contribution to enlarge the national critical and scarce skills pool, in so doing optimising the future employability of all its employees.

4.2 Internal environmental factors

Organised employees of the Municipality, through their representatives claim that portions of the bursary policy are outdated as it did not stay in pace with inflationary realities (e.g. the service binding amount threshold) and bursary-work-back best practice. They argue that the result is that the bursary policy is not flexible enough to timeously put through the system enough bursars - specifically in the scarce and critical skills fields. The policy should therefore be reviewed.

5. REVISED POLICY

All human resource policies should be reviewed and updated from time to time.

Specific proposals, with the above as background, are therefore made to:

- increase the service binding amount (threshold); and
- bring the service binding/work back stipulations in line with best practice.

5.1 Service binding period

5.1.1 Bursary service binding amount (threshold)

Bursars are obliged after obtaining a qualification, to enter into or remain in the Municipality's service for one year for each service binding amount (threshold) or part thereof, paid out during the study period.

5.2 Calculation method of bursary threshold

The bursary threshold, in terms of current policy and practice, is calculated as follows: The total cost of all bursaries awarded during the specific financial year divided by the number of bursars for the said period. The bursary threshold is reviewed annually and is currently at R7 500.00. Put differently: The bursar is expected to work back one year for every R7 500.00 paid out, plus a pro-rata period for every part thereof. Bursars that breach contract pay back with interest.

5.3 New proposed bursary threshold

It is in national interest, with the hand-over-hand increase in students that want to study in mind (e.g. Class of 2010) and the limited opportunities available, recommend that Municipality bursars be assisted responsibly where possible. This is in line for example with Government's final-year-free-programme. This without jeopardising the employers' right to reasonably service bind bursars, is in the best interest of the community at large.

A new calculation method is therefore proposed namely:

- total cost of all bursaries; plus
- total cost of bursary fund money paid out for *study-aids and –materials; divided by the total number of bursars.

***Note**

The scheme for permanent employees for example covers one and a third time ($1\frac{1}{3}$) the annual class fees prescribed by the relevant institution. The one third ($\frac{1}{3}$) payments, now included in the calculation, is to assist employees with related expenses such as prescribed books, study aids, typing, editing and printing.

It is with the above as background, proposed that the new bursary threshold (based on the new calculation method directly above) henceforth be fixed at R12 000.00 for the 2011 academic year.

According to the benchmark with nine other municipalities (like COGTA, City of Johannesburg, City of Cape Town) they are also using the same service binding principle and the average threshold is at R12 000. Presently we are the lowest (at R7500) compared to other municipalities.

It is furthermore proposed that the bursary threshold be reviewed annually by the Mayoral Committee.

5.4 Implementation of new bursary threshold

The new bursary threshold (R12 000.00) will be implemented as follows (when approved):

Bursars whose total payment for their first year of study is less than or equal to the service binding amount will be required to serve back one year and thereafter the service period will be calculated proportionately with the number of months that they must serve. Should the student be unsuccessful in any subject/s in respect of any particular study year, such subject/s will be repeated and paid for by the student.

The total payment in excess of the service binding amount will be calculated proportionately with the number of months to be added on the fixed service binding period of a year (equivalent to R12 000.00).

| Rand Value | Service binding period |
|-------------------|-------------------------------|
| 0 – 12 000 | 1 year |
| 13 150 | 1 year two months |
| 24 000 | 2 years |
| 19 800 | 1 year eight months |

Taking into account the cost of tertiary studies which is rocketing up every year and the average service binding for the past five years, R12 000.00 is considered as a fair and reasonable amount for the calculation of service binding period.

The next part of the report deals with when the service binding workback period should start either after the qualification was completed or alternatively working back directly after completing the specific year's studies, successfully.

5.5 Service binding: Review of workback stipulations

Employee bursars are obliged to work back one year for each service binding amount (or part thereof) as stated above. The workback period, in terms of the approved policy, only starts after completion of the qualification.

The following scenario was explored:

The difference on the execution of the two service binding methods has been summarised in a form of a table below.

| CURRENT SERVICE BINDING | ALTERNATIVE SERVICE BINDING |
|---|--|
| Current Contract | Alternative Contract |
| <ul style="list-style-type: none">• Employee starts serving after completion of studies.• The service period is fixed and only calculated in years.• The service periods is not served simultaneously with any other period of service which the employee may owe the Municipality in terms of any other undertaking or contract. | <ul style="list-style-type: none">• Employee starts serving after first year of study.• The service period is amended annually.• The service periods will be served simultaneously with any other period of service which the employee may owe the Municipality in terms of any other undertaking or contract (e.g. a training agreement). |
| Dis/advantages | Dis/advantages |
| <ul style="list-style-type: none">• Some employees are service bound beyond their retirement.• Though it serves to retain qualified and skilled employees, it affects the quality of productivity if the employee wants to leave for better offers.• Serves to retain the core and critical skills that are funded. | <ul style="list-style-type: none">• Bursary system does not contribute much towards retention. Alternative retention methods to be relied on.• The Bursary scheme serves the core function of skills development. |

6. FINANCIAL IMPLICATIONS

There will not be financial implications for the Council except that bursars (employees) will be required to pay back money owed to the Council as per the service binding agreement, if they don't honour their agreements.

7. COMMENTS OF THE STAKEHOLDER DEPARTMENTS

7.1 COMMENTS OF THE CHIEF FINANCIAL OFFICER:

(Unaltered)

The purpose of this report is to obtain approval to amend bursary service binding as stipulated on the bursary agreement/policy and to further provide guidance on the execution by internal binding agreement.

It is mentioned in paragraph 6 of the report that the approval to amend the bursary service binding agreement/policy will not have financial implications for the CoT.

Therefore this department has no objection to the new service binding bursary agreement/policy.

7.2 COMMENTS OF THE STRATEGIC EXECUTIVE DIRECTOR: CORPORATE AND SHARED SERVICES

7.2.1 LEGAL SERVICES:

(Unaltered)

The purpose of the report is to obtain approval to amend bursary service binding as stipulated on the bursary agreement/policy and to further provide guidance on the execution of service binding agreement.

The recommendations are supported since it complies with the CoT's executive and legislative authority to develop and adopt policies, plans, strategies and programmes as envisaged in section 11(3)(A) of the Municipal Systems Act, 32 of 2000.

7.2.2 STRATEGIC HUMAN RESOURCES MANAGENT

(Unaltered)

Notice is taken of the report and the recommendations are supported.

8. IMPLICATIONS

8.1 HUMAN RESOURCES

None.

8.2 FINANCES

The Corporate Bursary and related policies will have to be implemented within the financial constraints of the funds budgeted for in the 2010/2011 financial year (viz R6 million). A proper needs analysis should be conducted to ensure that the majority of bursaries awarded, will assist in enlarging the scarce and critical skills pool of the council and the country.

8.3 CONSTITUTIONAL AND LEGAL FACTORS

8.3.1 Constitutional factors

The report recommendations and the Corporate Bursary and related policies are in line with the following constitutional requirement:

- *Cultivate good human resource management and career-development practices.*

8.3.2 Legal factors

The report recommendations and the Corporate Bursary- and related policies, submitted for approval, are in line with the following statutory requirements:

- *use the workplace as an active learning environment;*
- *provide employees with opportunities to acquire new skills;*
- *provide opportunities to gain experience, and*
- *encourage workers to participate in learning programs.*

8.4 COMMUNICATION

The report will be communicated via the applicable human resource communication plan, inter alia, using:

- ordinary departmental reporting lines;
- departmental Support Directors;
- Key Account Specialists;
- Local Labour Forum; and
- An institutional circular.

8.5 PREVIOUS COUNCIL AND MAYORAL COMMITTEE RESOLUTIONS

The new Bursary policy was approved by Council on the 29th of October 2009.

9. CONCLUSION

Approval of the recommendations of this report will assist to review and refine the current bursary policy. It will furthermore assist in contemporary circumstances and inflationary pressures to bring the bursary service binding amount in line with current financial realities.

IT WAS RECOMMENDED (TO THE MAYORAL COMMITTEE: 9 NOVEMBER 2010):

That it be recommended to Council:

1. That the Service Binding Bursary Agreement report be approved;
2. That the service binding amount of bursaries awarded henceforth be fixed at R12 000.00 as indicated in the report;

3. That the service binding conditions of current and new employee bursars be amended to allow them to start serving their service binding period from the 1st year following the completion of the applicable study year;
4. That the service binding conditions of full-time non-employee bursars would not be affected by the changes recommended for employee bursaries;
5. That the period of service for a specific qualification funded by either bursary – or training funds can be served simultaneously with any other period of service which the employee may owe the Municipality in terms of any other undertaking or contract; and
6. That all service binding agreements for employees' bursaries be amended and the service binding period reviewed (recalculated) on approval of this report to enable them to start serving the required service binding period from the year following the 1st year that bursary payments were made.

During the discussion of the report, it was agreed that the report be referred back to the Corporate and Shared Services Department, to be resubmitted with the Career Management Strategy 2010-2014.

IT WAS RESOLVED (BY THE MAYORAL COMMITTEE: 9 NOVEMBER 2010):

That the report be referred back to the Corporate and Shared Services Department, to be resubmitted with the Career Management Strategy 2010-2014.

IT WAS RECOMMENDED (TO THE MAYORAL COMMITTEE: 5 JANUARY 2011):

1. That approval of the report be granted;
2. That the service binding amount of bursaries awarded henceforth be fixed at R12 000.00 as indicated in the report;
3. That the service binding conditions of current and new employee bursars be amended to allow them to start serving their service binding period from the 1st year following the completion of the applicable study year;
4. That the service binding conditions of full-time non-employee bursars will not be affected by the changes recommended for employee bursaries;
5. That the period of service for a specific qualification funded by either bursary – or training funds can be served simultaneously with any other period of service which the employee may owe the Municipality in terms of any other undertaking or contract; and
6. That all service binding agreements for employees' bursaries be amended and the service binding period reviewed (recalculated) on approval of this report to enable them to start serving the required service binding period from the year following after the 1st year that bursary payments were made.

During the discussion of the report, it was agreed that the report be referred back to include among others,

- (a) a Comprehensive Incentive Plan particularly for critical and scarce skills;
- (b) a reference to the logic for the second recommendation of the report; and
- (c) the use of the bursary scheme to enhance the retention strategy of the CoT particularly in respect of critical and scarce skills.

It was further agreed that when the report is brought back, it should include an Executive Summary and the Bursary Policy.

In light of the above, it was:

IT WAS RESOLVED (BY THE MAYORAL COMMITTEE: 5 JANUARY 2011):

1. That the report be referred back to include among others,
 - a Comprehensive Incentive Plan particularly for critical and scarce skills;
 - a reference to the logic for the second recommendation of the report; and
 - the use of the bursary scheme to enhance the retention strategy of the CoT particularly in respect of critical and scarce skills.
2. That when the report is brought back, it should include an Executive Summary and the Bursary Policy.

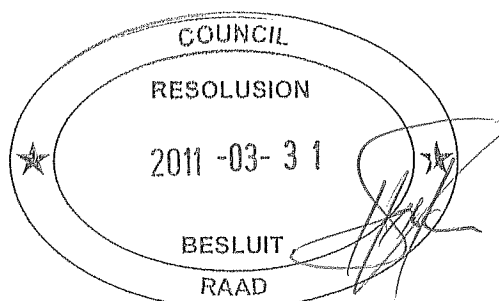
The Mayoral Committee on 2 March 2011 recommended to Council as set out below:

ANNEXURE:

- A. Executive Summary
- B. Bursary Policy

RESOLVED:

1. That the report be approved;
2. That the service binding amount (threshold) for current and new bursars be fixed at R12 000.00 per annum;
3. That the service binding amount (threshold) be reviewed annually by the Mayoral Committee for the next academic year; and
4. That the status quo work back period only starts after completion of the qualification.



ANNEXURE A

EXECUTIVE SUMMARY

THE CORPORATE BURSARY POLICY CATERS FOR THE FOLLOWING CATEGORIES/SCHEMES:

| NO. | BURSARY SCHEMES | BRIEF EXPLANATION |
|------------|--|---|
| 1. | Full-time scheme: non-employees (generic) | This scheme is applicable to students studying on a full-time basis at institutions registered with SAQA. This scheme provides for all class fees, plus an additional 50% of class fees to assist with the necessary prescribed books and equipment. |
| 2. | Full-time scheme: non-employees (engineering and related fields) | This scheme is only applicable to non-employee students studying full-time for engineering degrees or degrees that the Municipality regards as falling in the category of scarce/critical skills, at institutions registered with SAQA. This scheme provides for all study costs (books, a computer, classes, accommodation and registration). |
| 3. | Full-time scheme: permanent employees | This scheme is applicable to employees who attend classes at approved external training institutions on a full-time basis during working hours for a continuous period of two months (60 days) or more. This scheme provides for one and a third ($1\frac{1}{3}$) of class fees. The $\frac{1}{3}$ payment is to assist with the necessary prescribed books and equipment. |
| 4. | Part-time scheme: permanent employees | The purpose of this part-time scheme is to meet the needs in divisions for succession planning, and to assist employees in fulfilling career plans and objectives. This scheme covers one and a third times ($1\frac{1}{3}$) the annual class fees prescribed by the relevant institution. The one-third ($\frac{1}{3}$) payment is to assist employees with related expenses such as prescribed books. |

| NO. | BURSARY SCHEMES | BRIEF EXPLANATION |
|-----|---|--|
| 5. | Full-time scheme: non-employees social responsibility | This scheme is applicable to students studying on a full-time basis at institutions registered with SAQA. The purpose of this scheme is to help the needy and fulfil the Municipality's social responsibility towards its community. This scheme provides for all prescribed class fees, plus an additional 50% of class fees to assist with books and equipment that are necessary. |
| 6. | Full-time scheme: non-employees Mayoral Matric Awards | The purpose is to uplift the spirit and standard of learning in Tshwane's communities and to motivate students and schools to strive for excellent results every year. The scheme is administered under the social responsibility bursary. |
| 7. | Full-time scheme: non-employees MMC's nominations | This scheme is applicable to students studying full-time at any institution registered with SAQA, and who, after investigation by the MMC's office on behalf of the Municipality, are found to be in need of financial assistance (the poorest of the poor). The scheme is administered under the social responsibility bursary. |
| 8. | Part-time scheme: permanent employees master's and doctoral degrees | This scheme is applicable to permanent employees who are currently studying and or wish to study for a master's or a doctoral degree part-time through an approved external training institution. This scheme covers full (1⅓) tuition and registration fees and a single library membership fee. |

ANNEXURE B

The bursary policy comprises of the following schemes:

- (a) full-time scheme for non-employees (generic);
- (b) full-time scheme for non-employees (engineering and related fields);
- (c) full-time scheme for permanent employees;
- (d) part-time scheme for permanent employees;
- (e) full-time scheme for non-employees (social responsibility);
- (f) Mayoral matric awards scheme for non-employees (top performer incentives);
- (g) full-time scheme for non-employees (MMC's nominations);
- (h) part-time scheme for permanent employees (master's and doctoral degrees).

(A) FULL-TIME SCHEME FOR NON-EMPLOYEES (GENERIC)

1. INTRODUCTION

- i) This scheme is applicable to students studying on a full-time basis at institutions registered with SAQA. By implication these students may not be employed on a full-time basis while studying but may be considered for vacation employment and/or experiential training in the relevant division.
- ii) Departments that request full-time bursaries to be awarded to non-employees must ensure as far as possible that, based on the succession plan, there is a vacancy available to appoint the student on completion of his or her studies.

2. PURPOSE

- i) To provide students with meaningful employment related to their field of study and provide mentorship. The full-time bursary scheme is costly and its purpose is to meet a specific need in a department where there is a critical shortage of qualified individuals in a certain profession or field, which cannot be satisfied by internal or external sources.
- ii) To give bursaries to full-time students in terms of the Skills Development Act, 1998 (Act 97 of 1998). This scheme may also be used to achieve certain strategic priorities of the Municipality, such as affirmative action targets. It must, however, be borne in mind that the scheme must be used pro-actively to address future needs, as in some instances individuals will only be available for permanent appointment after a number of years.

3. FEES

- i) This scheme provides for all prescribed class fees, plus an additional 50% of class fees to assist with necessary books and equipment. Fees are paid for the minimum duration of the course as determined by the relevant educational institutions. Students are expected to carry the cost themselves if they have to repeat any academic year that they have failed.
- ii) The money related to expenses such as prescribed books is paid directly to the student, while class fees are paid to the educational institution except in the case where the student has already paid in advance.
- iii) Other expenses incurred during studying, eg accommodation, travelling and meals are not part of the bursary agreement and are not paid by the Municipality.

4. CONTRACTUAL REQUIREMENTS

- i) The student is expected to enter into a contractual agreement with the Municipality. This bursary agreement contains all the general provisions pertaining to the bursary including a service-binding clause compelling the student on completion of the qualification to enter and remain in the Municipality's service for a minimum period of 12 (twelve) months (hereafter referred to as the "service period") for every year of studying in respect of which a bursary or a portion thereof has been paid out to the student.
- ii) The contractual appointment is subject to chapter 4, sections 16 to 19, of the Skills Development Act, 1998.
- iii) If the student who received the bursary paid his own registration and tuition fees, the student will be reimbursed by cheque.

5. VACATION/EXPERIENTIAL TRAINING

- i) The Municipality provides vacation employment and experiential training to its full-time bursary holders where it is required by the academic institution that the student receive practical training as part of the course. In these instances the bursary holder will be appointed on a contract basis. The appointment on contract will be for a specific period and the student will be remunerated from the bursary vote. The bursars will liaise directly with the relevant division in order to arrange appointment. The Strategic Human Resources Division will provide the necessary contract in this regard.

The appointment is subject to section 17(2) of the Skills Development Act, 1998.

- ii) Contracts are structured so as to meet the requirements of legislation such as the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003), the Basic Conditions of Employment Act, 1997 (Act 75 of 1997) and the Labour Relations Act, 1995 (Act 66 of 1995).
- iii) Full-time students appointed contractually for vacation employment will be remunerated at a fair rate determined by the Municipality in accordance with the relevant policy.

6. NEEDS ASSESSMENT

- i) A needs assessment is conducted annually throughout the Municipality for all the divisions to indicate the number of full-time non-employee bursaries, and the fields of study that need to be awarded to meet their requirements. Also, the Municipality needs to develop a memorandum of understanding with tertiary institutions on coordinating a corporate education framework.

- ii) These needs should coincide with the purpose of the scheme as indicated in point 2 above. The needs assessment will be communicated to divisions by means of a circular from the Tshwane Leadership and Management Academy to enable the divisions to make provision in the budget for the required number of bursaries for the following academic year.

7. BUDGET

- i) The Tshwane Leadership and Management Academy is responsible for the new bursary budget.
- ii) The Tshwane Leadership and Management Academy draws up a schedule annually of the expected cost of relevant fields of study, and the divisions are expected to budget for the annual maintenance of bursaries according to the above schedule. Each division must forward a copy of the proposed budgets to the Tshwane Leadership and Management Academy as a control measure.

8. ADVERTISING

The Tshwane Leadership and Management Academy, with the necessary inputs from the other divisions, advertises the bursaries according to the information gleaned from the assessment. Full-time bursaries for non-employees are advertised, for instance, in the media.

Full-time bursaries are advertised in Tshwane only, as it is preferable for the sake of administration that bursaries go to students who will study at local institutions. It is also to the advantage of the taxpaying community that bursaries be advertised locally. Should there be insufficient response to the local advertisements then a further advertisement is placed nationally. The advertisement contains the relevant fields of study and basic information relating to fee structures and contractual obligations. Arrangements relating to application forms, contact persons and closing dates are also indicated.

9. SELECTION

All relevant policies regarding selection, eg the staffing policy, are applicable to this section.

9.1 Pre-selection

- i) Applicants are evaluated and pre-selected in conjunction with the relevant division, according to predetermined criteria, based on the specific corporate needs of both the Municipality and the various divisions. The responsible parties review the criteria annually.

- ii) Criteria may be based on factors such as –
 - a) organisational priorities and needs;
 - b) business-related criteria;
 - c) succession planning;
 - d) criteria for admission to an institution;
 - e) performance record of applicant;
 - f) potential and abilities; and
 - g) physical suitability.
- iii) Application forms and related documents are pre-selected according to the criteria, and candidates are short-listed.

9.2 Assessment and interview

Candidates on the short list are subjected to psychometric evaluation (should no proven study record exist) and/or an interview. The interviewing panel must be made up of representatives of the Tshwane Leadership and Management Academy and the division that grants the bursary.

10. REPORTING

10.1 New bursaries

After completion of the selection phase a report outlining the process and recommending the awarding of new bursaries to prospective candidates is compiled. This report with a name list, employment equity- and full bursary details attached as a schedule to the report, is then submitted to the Mayoral Committee for approval. Two or more submissions to the Mayoral Committee per financial year should be done, to cater for the respective periods when institutes of higher learning enlist new students or allow for the enrolment of new subjects. Upon approval the administrative process is initiated.

10.2 Progress report

- i) A progress report is completed annually after the Tshwane Leadership and Management Academy, in conjunction with the relevant division, have evaluated the progress of all the bursars.
- ii) According to the evaluation certain actions may be recommended including the following:
 - a) the continuation of the bursary;
 - b) the freezing of the bursary; and
 - c) the withdrawal of the bursary.
- iii) All recommendations made and actions taken are in line with the determinations of the bursary agreements entered into with the bursars.

11. ADMINISTRATIVE PROCEDURE

While the Tshwane Leadership and Management Academy is responsible for all policy matters pertaining to the bursary scheme and for ensuring uniform implementation and control, the relevant divisions are responsible for the general administration of the scheme. The day-to-day administration includes monitoring progress, ensuring that all accounts are submitted and paid, arranging vacation employment and experiential training, submitting results and liaising in general. Bursary files containing full administrative records are maintained by the relevant division.

12. GENERAL PROVISIONS

- i) Fees are only paid upon submission of the proof of registration and/or an official account.
- ii) Payments are subject to the finalisation of the bursary agreements.
- iii) No division may award bursaries or any other form of financial assistance to employees and non-employees who fall in the scope of the schemes mentioned above without the prior approval of the Tshwane Leadership and Management Academy.
- iv) The CEO: Tshwane Leadership and Management Academy in conjunction with the divisions must be empowered to take all the necessary decisions relating to the administration of the bursary scheme after ratification, such as:
 - a) approval of amendments to fields of study;
 - b) approval of changes to subjects and curricula;
 - c) payments for additional subjects;
 - d) contractual addendums;
 - e) approval of reports; and
 - f) all related ad hoc decisions.
- v) Any amendment to the approved policy for matters not catered for will only be made after consultation with all relevant role-players and approval by the Council.
- vi) Divisions that request that non-employees be awarded full-time bursaries must ensure as far as possible that there are vacancies in which to appoint the students on completion of their studies.
- vii) Should there be no vacancy available in which to appoint a student upon completion of his or her studies, as indicated in clause 4 (i), the applicable division head is expected to provide a motivated report in this regard which will be handed to the SED: Corporate and Shared Services for cognisance, where after the student will be released from his or her contractual obligations.
- viii) In the case of full-time bursaries for non-employees, and owing to the large amounts involved, 50% of the bursary amount will be paid out in the first half of the academic year and the remaining 50% in the second half where applicable, and/or as the student progresses with his or her studies.

- ix) All applications should be submitted as determined by the Municipality and it is at all times subject to the Municipality's approval.
- x) The attached bursary agreement makes provision for all the necessary determinations pertaining to financial and contractual obligations.
- xi) Students are limited to receiving a bursary for one qualification at a time and may not enrol for different qualifications simultaneously.

(B) FULL-TIME SCHEME FOR NON-EMPLOYEES (ENGINEERING AND RELATED)

1. INTRODUCTION

- i) This scheme is only applicable to non-employee students studying full-time for engineering degrees or degrees that the Municipality regards as falling in the category of scarce skills, at institutions registered with SAQA. By implication these students may not be employed full-time while studying but they may be considered for vacation employment and/or experiential training in the relevant division.
- ii) Departments that request full-time bursaries to be awarded to non-employees must ensure as far as possible that, based on the succession plan, that there is a vacancy available to appoint the students on completion of their studies.

2. PURPOSE

- i) To provide students with meaningful employment related to their field of study and to provide mentorship. Students must receive practical training to gain experience. The full-time bursary scheme is costly and its purpose is to meet a specific need in a department where there is a critical shortage of qualified individuals in a certain profession or field, which cannot be satisfied by internal or external sources.
- ii) To achieve certain strategic priorities of the Municipality, such as affirmative action targets. It must, however, be borne in mind that the scheme must be used pro-actively to address future needs, as in some instances individuals will only be available for permanent appointment after a number of years of study.

3. FEES

- i) This scheme provides for all study costs (books, classes, accommodation and registration). A computer will also be included where it is regarded as necessary. Fees are paid for the minimum duration of the course as determined by the relevant educational institution. Students are expected to carry the cost of repeating any academic year they have failed.
- ii) Students are granted an additional incentive fee of R1 000,00 a month for travelling and meals, but this will not apply during practical training.
- iii) The fees for related expenses, such as books and incentives, are paid directly to students, while class fees are paid to the educational institution except if students have paid these in advance.

4. CONTRACTUAL REQUIREMENTS

- i) The service-binding clause in the agreement compels students to remain in the Municipality's service after completion of their qualifications. The average cost of a full-time bursary will be determined each year, and this amount (the service-binding amount) will determine the service-binding period. The service-binding amount applicable at the time that the bursary is awarded will be fixed in the bursary agreement and will remain fixed for the contract period. The service-binding agreement compels the student to remain in the Municipality's service for one year for each service-binding amount or part thereof paid out during the study period.
- ii) The student will also be service-bound throughout the study period and has to work back any incentive or other payments received, as deemed necessary by the relevant department.
- iii) The contractual appointment is subject to chapter 4, sections 16 to 19 of the Skills Development Act, 1998.
- iv) If the student who received the bursary paid his own registration and tuition fees, the student will be reimbursed by cheque.

5. VACATION/EXPERIENTIAL TRAINING

- i) The Municipality provides vacation employment and experiential training to its full-time bursary holders where it is required by the academic institution that the student receive practical training as part of the course. In these instances the bursary holder will be appointed on a contract basis. The appointment on contract will be for a specific period, and as the student will be remunerated from the bursary vote, vacancies in areas where the division is strong will not be used. The bursars will liaise directly with the relevant division in order to arrange appointments. The Strategic Human Resource Division will provide the necessary contract in this regard. The appointment is subject to section 17(2) of the Skills Development Act, 1998.
- ii) Contracts are structured so as to meet the requirements of legislation such as the Local Government: Municipal Finance Management Act, 2003, the Basic Conditions of Employment Act, 1997, and the Labour Relations Act, 1995.
- iii) Full-time students appointed contractually for vacation employment and experiential training will be remunerated at a fair rate determined by the Municipality in accordance with relevant policy.
- iv) Full-time students who attend block classes (eg two days a week) can, if possible, be accommodated in a funded vacancy on a contract basis.

6. NEEDS ASSESSMENT

- i) A needs assessment is conducted annually throughout the Municipality for all divisions to indicate the number of full-time, non-employee bursaries, and in which fields, that need to be awarded to meet their requirements. The Municipality needs to develop a memorandum of understanding with tertiary institutions on coordinating a corporate education framework.
- ii) These needs should coincide with the purpose of the scheme as indicated in point 2 above. The needs assessment will be communicated to divisions by means of a circular from the Tshwane Leadership and Management Academy to enable the divisions to make provision in the budget for the required number of bursaries for the following academic year.

7. BUDGET

- i) The Tshwane Leadership and Management Academy is responsible for the new bursary budget.
- ii) The Tshwane Leadership and Management Academy draws up a schedule annually of the expected cost of relevant fields of study and the divisions are expected to budget for the annual maintenance of bursaries according to the above schedule. Each division must forward a copy of the proposed budgets to the Tshwane Leadership and Management Academy as a control measure.

8. ADVERTISING

The Tshwane Leadership and Management Academy, with the necessary inputs from the other divisions, advertises the bursaries according to the information gleaned from the needs assessment. Full-time bursaries for non-employees are advertised, for instance, in the media.

Full-time bursaries are advertised in Tshwane only, as it is preferable for the sake of administration that bursaries go to students who will study at local institutions. It is also to the advantage of the taxpaying community that bursaries be advertised locally. Should there be insufficient response to the local advertisements then a further advertisement is placed nationally. The advertisement contains the relevant fields of study and basic information relating to fee structures and contractual obligations. Arrangements relating to application forms, contact persons and closing dates are also indicated.

9. SELECTION

All relevant policies regarding selection, eg the staffing policy, are applicable to this section.

9.1 Pre-selection

- i) Applicants are evaluated and pre-selected in conjunction with the relevant division, according to predetermined criteria, based on the specific corporate needs of both the Municipality and the various divisions. The responsible parties review the criteria annually.
- ii) Criteria may be based on factors such as –
 - a) organisational priorities and needs;
 - b) business-related criteria;
 - c) succession planning;
 - d) criteria for admission to an institution;
 - e) performance record of applicant;
 - f) potential and abilities; and
 - g) physical suitability.
- iii) Application forms and related documents are used for pre-selection according to the criteria, and candidates are short-listed.

9.2 Assessment and interview

Candidates on the short list are subjected to psychometric evaluation (should no proven study record exist) and/or an interview. The interviewing panel must be made up of representatives of the Tshwane Leadership and Management Academy and the division that grants the bursary.

10. REPORTING

10.1 New bursaries

After completion of the selection phase a report outlining the process and recommending the awarding of new bursaries to prospective candidates is compiled. This report with a name list, employment equity- and full bursary details attached as a schedule to the report, is then submitted to the Mayoral Committee for approval. Two or more submissions to the Mayoral Committee per financial year should be done, to cater for the respective periods when institutes of higher learning enlist new students or allow for the enrolment of new subjects. Upon approval the administrative process is initiated.

10.2 Progress report

- i) A progress report is completed annually after the Tshwane Leadership and Management Academy, in conjunction with the relevant division, has evaluated the progress of all the bursars.
- ii) According to the evaluation certain actions may be recommended including the following:
 - a) the continuation of the bursary;
 - b) the freezing of the bursary; and
 - c) the withdrawal of the bursary.
- iii) All recommendations made and actions taken are in line with the determinations of the bursary agreements entered into with the bursars.

11. ADMINISTRATIVE PROCEDURE

While the Tshwane Leadership and Management Academy is responsible for all policy matters pertaining to the bursary scheme and for ensuring uniform implementation and control, the relevant divisions are responsible for the general administration of the scheme. The day-to-day administration includes monitoring progress, ensuring that all accounts are submitted and paid, arranging vacation employment and experiential training, submitting results and liaising in general. Bursary files containing full administrative records are maintained by the relevant division.

12. GENERAL PROVISIONS

- i) Fees are only paid upon submission of the proof of registration and/or an official account.
- ii) Payments are subject to the finalisation of the bursary agreements.
- iii) No division may award bursaries or any other form of financial assistance to employees and non-employees who fall in the scope of the schemes mentioned above, without the prior approval of the Tshwane Leadership and Management Academy.
- iv) The CEO: Tshwane Leadership and Management Academy in conjunction with the divisions must be empowered to take all the necessary decisions relating to the administration of the bursary scheme after ratification, such as:
 - a) approval of amendments to fields of study;
 - b) approval of changes to subjects and curricula;
 - c) payments for additional subjects;
 - d) contractual addendums;
 - e) approval of reports; and
 - f) all related ad hoc decisions.

- v) Any amendment to the approved policy for matters not catered for will only be made after consultation with all relevant role-players and approval by the Council.
- vi) Divisions that request that non-employees be awarded full-time bursaries must ensure as far as possible that there are vacancies available in which to appoint the students on completion of their studies.
- vii) Should there be no vacancy available in which to appoint a student upon completion of his or her studies, as indicated in clause 4(i), the applicable division head is expected to provide a motivated report in this regard which will be handed to the SED: Corporate and Shared Services for cognisance, where after the student will be released from his or her contractual obligations.
- viii) In the case of full-time bursaries for non-employees, and owing to the large amounts involved, 50% of the bursary amount will be paid out in the first half of the academic year and the remaining 50% in the second half where applicable, and/or as the student progresses with his or her studies.
- ix) All applications should be submitted on a full-time bursary application form.
- x) The attached bursary agreement makes provision for all the necessary determinations pertaining to financial and contractual obligations.
- xi) Students are limited to receiving a bursary for one qualification at a time and may not enrol for different qualifications simultaneously.

(C) FULL-TIME SCHEME FOR PERMANENT EMPLOYEES

1. INTRODUCTION

This scheme is applicable to employees who attend classes at approved external training institutions on a full-time basis during working hours for a continuous period of two months (60 days) or more.

2. PURPOSE OF THE SCHEME

- i) The purpose of the scheme is to meet the needs in divisions whose employees have to attend classes at educational institutions on a full-time basis for lengthy periods.
- ii) The need for training is necessitated by the shortage of qualified personnel in certain fields, such as electrical, and this training is provided on a full-time basis only by external institutions.
- iii) Expenses such as accommodation, travelling, meals, etc incurred during studying are not part of the bursary agreement and are not payable by the Municipality.

3. FEES

- i) This scheme covers one and a third times ($1\frac{1}{3}$) the annual class fees prescribed by the relevant institution. The one-third ($\frac{1}{3}$) payment is to assist employees with related expenses such as prescribed books. Where books are included in the course fees, the one-third ($\frac{1}{3}$) payment is not applicable. Only claims accompanied by proof of payment for prescribed books will be paid. The payment of fees is based on subjects and not on academic years. Students who repeat subjects they have failed are expected to pay for the subjects themselves. The bursary only provides for one payment per subject for the duration of the course, and payments are restricted to the minimum number of subjects for the course as prescribed by the relevant educational institution.
- ii) The class fees are paid directly to the institution where applicable while the one-third ($\frac{1}{3}$) payment for other expenses is paid directly to the student on submission of the necessary documents.

4. CONTRACTUAL REQUIREMENTS

- i) The employee is expected to enter into a contractual agreement with the Municipality. This agreement makes provision for both the bursary and for time off during working hours.

The service-binding clause in the agreement compels students to remain in the Municipality's service after completion of their qualifications. The average cost of a full-time bursary will be determined each year, and this amount (the service-binding amount) will determine the service-binding period. The service-binding amount applicable at the time that the bursary is awarded will be fixed in the bursary agreement and will remain fixed for the contract period.

The service-binding agreement compels the student to remain in the Municipality's service for one year for each service-binding amount or part thereof paid out during the study period.

ii) Suspension of studies by students

In the event of employees suspending their studies, they will immediately repay the Municipality the full amount of the financial assistance provided in terms of their contracts.

iii) An additional period of twice the training period, during which the employee was absolved from duty, together with a minimum period of six months after each training period that the employee was absent from work for a continuous period of two months or more, is also applicable. These service-binding periods will not run concurrently, and may not be served simultaneously with any other service period which the student may owe the Municipality in terms of any other undertaking or contract. The bursary agreement will also contain all the general provisions relevant to the bursary.

iv) If an employee who received a bursary paid his own registration and tuition fees, the employee will be reimbursed by cheque.

5. NEEDS ASSESSMENT

- i) A needs assessment is conducted throughout the Municipality annually for all the divisions to indicate the number of bursaries that need to be awarded and in which fields of study, to meet their requirements.
- ii) The needs assessment will be communicated to divisions by means of a circular from the Tshwane Leadership and Management Academy in order to enable the divisions to make provision in their budgets for the required number of bursaries for the following academic year.

6. BUDGET

- i) The Tshwane Leadership and Management Academy is responsible for the new bursary budget.
- ii) The Tshwane Leadership and Management Academy draws up a schedule annually of the expected cost of relevant fields of study, and divisions are expected to budget for the annual maintenance of bursaries according to the above schedule. Each division must forward a copy of its proposed budget to the Tshwane Leadership and Management Academy as a control measure.

7. ADVERTISING

The Tshwane Leadership and Management Academy, with the necessary inputs from divisions, advertises the bursaries according to the information gleaned from the assessment. Bursaries are advertised internally by means of a circular. The advertisement contains the relevant fields of study and basic information relating to fee structures and contractual obligations. Arrangements relating to application forms, contact persons and closing dates are also indicated.

8. ASSESSMENT AND INTERVIEW

- i) Candidates are assessed on the basis of documents submitted and, if it is deemed necessary, interviews may be conducted. The interviews are conducted by the Tshwane Leadership and Management Academy in conjunction with the relevant division.
- ii) In the case of certain management qualifications, psychometric evaluation and other assessments may be conducted.

9. REPORTING

9.1 New bursaries

After completion of the selection phase a report outlining the process and recommending the awarding of new bursaries to prospective candidates is compiled. This report with a name list, employment equity- and full bursary details attached as a schedule to the report, is then submitted to the Mayoral Committee for approval. Two or more submissions to the Mayoral Committee per financial year should be done, to cater for the respective periods when institutes of higher learning enlist new students or allow for the enrolment of new subjects. Upon approval the administrative process is initiated.

9.2 Progress report

- i) A progress report is completed annually after the Tshwane Leadership and Management Academy, in conjunction with the relevant division, has evaluated the progress of all bursars.
- ii) According to the evaluation, certain actions may be recommended including the following:
 - a) the continuation of the bursary;
 - b) the freezing of the bursary; and
 - c) the withdrawal of the bursary.
- iii) All recommendations made and actions taken are in line with the determinations of the bursary agreements entered into by the bursars.

10. ADMINISTRATIVE PROCEDURE

While the Tshwane Leadership and Management Academy is responsible for all policy matters pertaining to the bursary scheme and for ensuring uniform implementation and control, the relevant divisions are responsible for the general administration of the scheme. The day-to-day administration includes monitoring progress, ensuring that all accounts are submitted and paid, and that results are submitted and general liaison done. Bursary files containing full administrative records are maintained by the relevant divisions.

11. GENERAL PROVISIONS

- i) Fees are only paid upon submission of proof of registration and/or an official account.
- ii) Payments are subject to the finalisation of the bursary agreements.
- iii) No division may award bursaries or any other form of financial assistance to employees who fall in the scope of the schemes mentioned in this document without the prior approval of the Municipality.
- iv) The CEO: Tshwane Leadership and Management Academy in conjunction with the divisions must be empowered to take all the necessary decisions relating to the administration of the bursary scheme after ratification, such as:
 - a) approval of amendments to fields of study;
 - b) approval of changes to subjects and curricula;
 - c) payments for additional subjects;
 - d) contractual addendums;
 - e) approval of reports; and
 - f) all related ad hoc decisions.
- v) Any amendment to the approved policy for matters not catered for will only be made after consultation with all relevant role-players and approval of the City Manager.
- vi) All applications should be submitted as determined by the Municipality and are at all times subject to the Municipality's approval.
- vii) The attached bursary agreement makes provision for all the necessary determinations pertaining to financial and contractual obligations.
- viii) All applications must be submitted on a full-time bursary application form.

(D) PART-TIME SCHEME FOR PERMANENT EMPLOYEES

1. INTRODUCTION

- i) This scheme is applicable to employees who are currently studying and wish to study part-time through an approved external training institution.
- ii) Bursaries may only be awarded for studies that are applicable to the Municipality, and these may include Grade 12 and tertiary courses as well as managerial and certain technical courses. The studies must be undertaken on a part-time basis.

2. PURPOSE

The purpose of this part-time scheme is to meet the needs in divisions for succession planning, and to assist employees in fulfilling career plans and objectives. This scheme may also be used to address the Municipality's strategic corporate priorities where necessary.

3. FEES

- i) This scheme covers one and a third times ($1\frac{1}{3}$) the annual class fees prescribed by the relevant institution. The one-third ($\frac{1}{3}$) payment is to assist employees with related expenses such as prescribed books. Where books are included in the course fees, the one-third ($\frac{1}{3}$) payment is not applicable. Only claims accompanied by proof of payment for prescribed books will be paid. This scheme covers full tuition fees as prescribed by the relevant institution. The payment of fees is based on subjects and not on academic years. Students who repeat subjects they have failed are expected to pay for the subjects themselves. The bursary only provides for one payment per subject for the duration of the course, and payments are restricted to the minimum number of subjects for the course as prescribed by the relevant educational institution.
- ii) The class fees are paid directly to the institution where applicable while the one-third ($\frac{1}{3}$) payment for other expenses is paid directly to the student on submission of the necessary documents.

4. CONTRACTUAL REQUIREMENTS

- i) Employees are expected to enter into a contractual agreement with the Municipality. This bursary agreement contains all the general provisions of the bursary including a service-binding clause compelling the employee to remain in the Municipality's service on completion of the qualification. Each year the average cost of a part-time bursary is determined and used to determine the service-binding period, and this amount is referred to as the service-binding amount in the bursary agreement. The service-binding amount applicable at the time of awarding the bursary is fixed in the bursary agreement and will remain fixed for the contract period.

In accordance with the service-binding agreement the student must remain in the Municipality's service for one year for each service-binding amount or part thereof paid out during the study period.

ii) Suspension of studies by a student

If the employee suspends his or her studies, the employee must immediately repay the Municipality the amount of the financial assistance provided in terms of his or her contract.

iii) Repayment of financial assistance when leaving the Municipality's service.

Should an employee to whom financial assistance was granted, leave the employment of the Municipality or be dismissed as a result of misconduct, the employee shall be obliged to repay the amount of the financial assistance to the Municipality pro rata in terms of his or her contract.

iv) If an employee who received a bursary paid his or her own registration and tuition fees, the employee will be reimbursed by cheque.

5. NEEDS ASSESSMENT

- i) A needs assessment is conducted throughout the Municipality annually in order that the divisions may indicate the field of study and number of part-time bursaries, which would meet their requirements.
- ii) The needs assessment will be communicated to divisions by means of a circular from the Tshwane Leadership and Management Academy in order to enable the departments to make provision in the budget for the required number of bursaries for the following academic year.

6. BUDGET

- i) The Tshwane Leadership and Management Academy is responsible for the new bursary budget. After finalisation of the new bursary budget the applicable amounts are transferred to the relevant divisions according to the bursaries awarded.
- ii) The Tshwane Leadership and Management Academy draws up a schedule annually of the expected cost of relevant fields of study and departments are expected to budget for the annual maintenance of bursaries according to the above schedule.

Each department must forward a copy of its proposed budget to the Tshwane Leadership and Management Academy as a control measure.

7. ADVERTISING (Applicable to departmental bursaries based on needs assessment)

The Tshwane Leadership and Management Academy with the necessary inputs from the other division(s) advertises the bursaries according to the information gleaned from the assessment. The advertisement contains the relevant fields of study and basic information relating to fee structures and contractual obligations. Arrangements relating to application forms, contact persons and closing dates are also indicated.

8. ASSESSMENT AND INTERVIEW

- i) Candidates are assessed on the basis of documents submitted and if it is necessary interviews may be conducted. The interviews are conducted by the Tshwane Leadership and Management Academy, in conjunction with the relevant division.
- ii) In the case of certain management qualifications, psychometric evaluation and other assessments may be conducted.

9. REPORTING

9.1 New bursaries

After completion of the selection phase a report outlining the process and recommending the awarding of new bursaries to prospective candidates is compiled. This report with a name list, employment equity- and full bursary details attached as a schedule to the report, is then submitted to the Mayoral Committee for approval. Two or more submissions to the Mayoral Committee per financial year should be done, to cater for the respective periods when institutes of higher learning enlist new students or allow for the enrolment of new subjects. Upon approval the administrative process is initiated.

9.2 Progress report

- i) A progress report is completed annually after the Tshwane Leadership and Management Academy, in conjunction with the relevant divisions, has evaluated the progress of all the bursars.
- ii) According to the evaluation certain actions may be recommended including the following:
 - a) the continuation of the bursary;
 - b) the freezing of the bursary; and
 - c) the withdrawal of the bursary.
- iii) All recommendations made and actions taken are in line with the determinations of the bursary agreements entered into with the bursars.

10. ADMINISTRATIVE PROCEDURE

While the Tshwane Leadership and Management Academy is responsible for all policy matters pertaining to the bursary scheme and for ensuring uniform implementation and control, the relevant divisions are responsible for the general administration of the scheme. The day-to-day administration includes monitoring progress, ensuring that all accounts are submitted and paid, submitting results and doing general liaison. Bursary files containing full administrative records are maintained by the relevant division.

11. LEAVE

Special leave may be granted to an employee for study and examination purposes on the following basis: one day's special study leave for one day's examination.

If an employee needs to have time off during working hours for study-related purposes, then special leave may be granted on the following basis: half the time taken by an employee will be debited against his or her leave record, for instance eight hours taken will result in four hours' leave being forfeited, or two days' leave taken will result in one day's leave being forfeited. If an employee does not have leave to his or her credit, vacation leave will be forfeited when such leave has accrued pro rata to the employee.

The above provisions may be applied once only in respect of a re-examination that an employee failed and has to repeat.

12. GENERAL PROVISIONS

- i) Fees are only paid upon submission of the proof of registration and/or an official account.
- ii) Payments are subject to the finalisation of the bursary agreements.
- iii) No division may award bursaries or any other form of financial assistance to employees who fall in the scope of the schemes mentioned above without the prior approval of the Municipality.
- iv) The CEO: Tshwane Leadership and Management Academy in conjunction with the divisions must be empowered to take all the necessary decisions relating to the administration of the bursary scheme after ratification, such as:
 - a) approval of amendments to fields of study;
 - b) approval of changes to subjects and curricula;
 - c) payments for additional subjects;
 - d) contractual addendums;
 - e) approval of reports; and
 - f) all related ad hoc decisions.
- v) Any amendment to the approved policy for matters not catered for will only be made after consultation with all relevant role-players and approval by the Council.
- vi) All applications should be submitted as determined by the Municipality and are at all times subject to the Municipality's approval.
- vii) The attached bursary agreement makes provision for all the necessary determinations pertaining to financial and contractual obligations.
- viii) Employees are limited to receiving a bursary for one qualification at a time and may not enrol for different qualifications simultaneously.
- ix) All applications should be submitted on a part-time bursary application form.
- x) The attached bursary agreement makes provision for all the necessary determinations pertaining to financial and contractual obligations.

(E) FULL-TIME SCHEME FOR NON-EMPLOYEES (SOCIAL RESPONSIBILITY)

1. INTRODUCTION

- i) This scheme is applicable to students studying full-time at any institution registered with SAQA, and who, having been investigated by the Municipality, is found to be in financial need (the poorest of the poor). By implication these students are not employed and cannot be considered for vacation employment and/or experiential training in the relevant division while studying but can apply for vacation employment or experiential training.
- ii) This scheme is also applicable to students who are registered as indigent, study full-time at any institution registered with SAQA, and have been found to be in need.

2. PURPOSE OF THE SCHEME

- i) The purpose of this scheme is to help the needy and fulfil the Municipality's social responsibility towards its community.
- ii) This scheme may also be applied to achieve certain strategic priorities of the Municipality such as affirmative action targets.

3. FEES

This scheme provides for all prescribed class fees, plus an additional 50% of class fees to assist with books and equipment that are necessary. Fees are paid for the minimum duration of the course as determined by the relevant educational institution. Students who failed an academic year and have to repeat it, have to do so at their own cost.

4. CONTRACTUAL REQUIREMENTS

- i) Students are expected to enter into a contractual agreement with the Municipality. This will depend on the Municipality's ability to accommodate the students on completion of their studies. The bursary agreement contains all the general provisions pertaining to the bursary.
- ii) If the student who received the bursary paid his own registration and tuition fees, the student will be reimbursed by cheque.

5. VACATION/EXPERIENTIAL TRAINING

The Municipality may provide vacation employment and experiential training if it deems fit.

6. BUDGET

- i) The Tshwane Leadership and Management Academy is responsible for the new bursary budget and for maintaining it.
- ii) The Tshwane Leadership and Management Academy draws up a schedule of the expected cost of relevant fields of study annually.

7. ADVERTISING

Full-time bursaries for non-employees (social responsibility) will not be advertised as they will be offered on request and with the approval of the Tshwane Leadership and Management Academy.

8. SELECTION

All relevant policies regarding selection, eg the staffing policy, are applicable to this section.

8.1 Pre-selection

- i) Applicants are evaluated, investigated and pre-selected in conjunction with the relevant division, according to predetermined criteria, and based on the specific corporate needs of both the Municipality and the various divisions. The responsible parties review the criteria annually.
- ii) Criteria may be based on factors such as –
 - a) business-related criteria;
 - b) criteria for admission to an institution;
 - c) performance record of applicant;
 - d) potential and abilities;
 - e) physical suitability; and
 - f) poorest of the poor.
- iii) Application forms and related documents are pre-selected according to the criteria and a short list of candidates is compiled where necessary.

9. REPORTING

9.1 New bursaries

After completion of the selection phase a report outlining the process and recommending the awarding of new bursaries to prospective candidates is compiled. This report with a name list, employment equity- and full bursary details attached as a schedule to the report, is then submitted to the Mayoral Committee for approval. Two or more submissions to the Mayoral Committee per financial year should be done, to cater for the respective periods when institutes of higher learning enlist new students or allow for the enrolment of new subjects. Upon approval the administrative process is initiated.

9.2 Progress report

- i) A progress report is completed annually after which the Tshwane Leadership and Management Academy, in conjunction with the relevant division, evaluates the progress of all bursars.
- ii) According to the evaluation certain actions may be recommended including the following:
 - a) the continuation of the bursary;
 - b) the freezing of the bursary; and
 - c) the withdrawal of the bursary
- iii) All recommendations made and actions taken are in line with the determinations of the bursary agreements entered into by the bursars.

10. ADMINISTRATIVE PROCEDURE

While the Tshwane Leadership and Management Academy is responsible for all policy matters pertaining to the bursary scheme and for ensuring uniform implementation and control, the relevant divisions, where possible, are responsible for the general administration of the scheme. The day-to-day administration includes monitoring progress, ensuring that all accounts are submitted and paid, arranging vacation employment and experiential training, submitting results and doing general liaison. Bursary files containing full administrative records are maintained by the relevant division.

11. GENERAL PROVISIONS

- i) Fees are only paid upon submission of the proof of registration and/or an official account.
- ii) Payments are subject to the finalisation of the bursary agreements.
- iii) No division may award bursaries or any other form of financial assistance to employees or non-employees who fall in the scope of the schemes mentioned in this document, without the prior approval of the Municipality.
- iv) The CEO: Tshwane Leadership and Management Academy in conjunction with the divisions must be empowered to take all the necessary decisions relating to the administration of the bursary scheme after ratification such as:
 - a) approval of amendments to fields of study;
 - b) approval of changes to subjects and curricula;
 - c) payments for additional subjects;
 - d) contractual addendums;
 - e) approval of reports; and
 - f) all related ad hoc decisions.
- v) Any amendment to the approved policy for matters not catered for will only be made after consultation with all relevant role-players and approval by the Council.

- vi) Should there be no vacancy available for the appointment of a student upon completion of his or her studies as indicated in clause 4 (i) the applicable division head is expected to provide a motivated report in this regard which will be handed to the Municipality for cognisance, where after the student will be released from his or her contractual obligations.
- vii) Because of the large amounts involved in full-time bursaries for non-employees, 50% of the bursary amount will be paid out in the first half of the academic year and the remaining 50% in the second half where applicable, and/or as the student progresses with his or her studies.
- viii) All applications should be submitted as determined by the Municipality and they are subject to the Municipality's approval at all times.
- ix) The attached bursary agreement will make provision for all the necessary determinations pertaining to financial and contractual obligations.
- xi) Students are limited to receiving a bursary for one qualification at a time and may not enrol for different qualifications simultaneously.

(F) MAYORAL MATRIC AWARDS SCHEME FOR NON-EMPLOYEES
(TOP PERFORMER INCENTIVES)

1. INTRODUCTION

- i) The Mayoral Matric Awards scheme is applicable only to non-employees, namely Grade 12 top achievers in the jurisdiction area of Tshwane. The awards are tokens of appreciation handed out annually by the Executive Mayor.
- ii) Students and schools are allocated prizes, payments or incentives in recognition of their outstanding performance. The Mayoral Matric Awards Committee and the Department of Education are responsible for categorising or providing criteria for the awards.
- iii) Annual preparations for the function that is held in January each year commence in September.

2. PURPOSE

- i) To uplift the spirit and standard of learning in Tshwane's communities.
- ii) To motivate students and schools to strive for excellent results every year.
- iii) Absorbing students who receive awards and are in need of financial assistance to study further, into the bursary scheme (depending on the availability of funds).

3. CONTRACTUAL REQUIREMENTS

Students will not receive bursaries based on the awards they received. Only those who qualify for the non-employees social responsibility bursary will be recommended for bursary contracts in terms of the applicable policy and procedures. Qualifying students are limited to receiving a bursary for one qualification at a time and may not enrol for different qualifications simultaneously.

4. BUDGET

- i) This scheme will receive R300 000,00 each year from the bursary cost centre depending on the availability of funds.
- ii) The Mayoral Matric Awards Committee will determine the allocation of funds in accordance with the criteria laid down.

5. ADMINISTRATION AND PROCEDURES

- i) Feedback on progress, accountability and the administration processes for the awards will be done by the Tshwane Leadership and Management Academy (Talent and Career Management) in close collaboration with the Executive Mayor's office.

- ii) A progress report must be compiled annually to serve at the Mayoral Committee, in which the Tshwane Leadership and Management Academy, in conjunction with the relevant officials in the Executive Mayor's office, evaluates the progress of all bursars.
- iii) Composition of the Mayoral Matric Awards Committee:
 - Executive Mayor's office;
 - Marketing and Communication;
 - Strategic Human Resources; and
 - The Department of Education.

6. REPORTING

Preparation of the function

Preparation on granting awards should resume as early as September for the function to be held in January. The committee must give written feedback to the Executive Mayor on all processes, progress and decisions taken a month before the function takes place.

7. CRITERIA

The criteria for the awards could include the following:

- Grade 12 top achievers from specific areas;
- 100% pass rate (schools);
- Best progress (schools);
- Grade 12 best performers in specific subjects (eg science and maths); and
- Top 10 schools in Tshwane.

(G) FULL-TIME SCHEME FOR NON-EMPLOYEES (MMC's ALLOCATIONS)

1. INTRODUCTION

This scheme is applicable to students studying full-time at any institution registered with SAQA, and who, after investigation by the MMC's office on behalf of the Municipality, are found to be in need of financial assistance (the poorest of the poor).

In accordance with this scheme MMC's may grant two bursaries each year if there is the need and sufficient financial resources.

By implication these students may not be employed on a part-time basis while studying but may be considered for vacation employment and/or experiential training in the relevant division.

2. PURPOSE

- i) The purpose of this scheme is to award bursaries to non-employees who are resident in Tshwane and are busy with studies that are applicable to municipal services and/or are to the benefit of the Tshwane community.
- ii) This scheme may also be applied to achieve certain strategic priorities of the Municipality such as poverty alleviation. It must, however, be borne in mind that the scheme should be used pro-actively to address community needs.

3. FEES

- i) This scheme provides for all prescribed tuition and registration fees, plus an additional 50% of class fees for prescribed books and equipment that are required. Fees are paid for the minimum duration of the course as determined by the relevant educational institution. If students fail an academic year and have to repeat it, it will be for their own cost.
- ii) The fees (50%) for related expenses such as prescribed books are paid directly to the student, while class fees are paid to the educational institution, except if the student has already paid in advance.
- i) Other expenses incurred during studying, eg accommodation, travelling, meals, etc are not part of the bursary agreement and therefore not payable by the Municipality.

4. CONTRACTUAL REQUIREMENTS

- i) The student is expected to enter into a contractual agreement with the Municipality. This bursary agreement contains all the general provisions pertaining to the bursary including a service-binding clause according to which the student must, on completion of the qualification, enter and remain in the Municipality's service for a minimum period of 12 months (hereafter referred to as the "service period") for every year of studying in respect of which a bursary or a portion thereof has been paid out to the student.

- ii) The contractual appointment is subject to chapter 4, sections 16 to 19, of the Skills Development Act, 1998.
- iii) A student who received a bursary but paid his own registration and tuition fees will be reimbursed for these fees.

5. VACATION/EXPERIENTIAL TRAINING

- i) The Municipality provides vacation employment and experiential training to its full-time bursary holders if the academic institution requires that the student receive practical training as part of the course. In these instances the bursary holder will be appointed on a contract basis. The appointment on contract will be for a specific period and as the student will be remunerated from the bursary vote, vacancies in fields where the division is strong will not be used. The bursars will liaise directly with the relevant division in order to arrange the appointment. The Human Resources Division will provide the necessary contract.

The appointment is subject to section 17(2) of the Skills Development Act, 1998.

- ii) Contracts are structured to meet the requirements of legislation such as the Basic Conditions of Employment Act, 1997, and the Labour Relations Act, 1995.
- iii) Full-time students appointed on contract for vacation employment will be remunerated at a fair rate determined by the Municipality in accordance with the relevant policy.

6. NEEDS ASSESSMENT

- i) The Municipality conducts a needs assessment each year. Each MMC's office or his/her departments can therefore indicate their requirements in terms of the field of study and the number of full-time non-employee bursaries to be awarded. The Municipality needs to develop a memorandum of understanding with tertiary institutions regarding the coordination of a corporate education framework.
- ii) These needs should coincide with the purpose of the scheme as indicated in point 2 above.

7. BUDGET

- i) The Tshwane Leadership and Management Academy is responsible for the new bursary budget. After finalisation of the new bursary budget the applicable amounts are transferred to the relevant division according to the bursary awarded.
- ii) Each year, the Tshwane Leadership and Management Academy draws up a schedule of the expected cost of the relevant fields of study, and departments are expected to budget for the annual maintenance of bursaries according to this schedule.
- iii) The Tshwane Leadership and Management Academy will make provision in the budget for at least two bursaries under this scheme.

- iv) Each MMC will be informed of financial resources available for bursaries each financial year.

8. SELECTION

All relevant policies regarding selection, e.g. the staffing policy, are applicable to this section.

8.1 Assessment and interview

- i) All relevant policies regarding selection, e.g. the staffing policy, are applicable to this section.
- ii) Applicants will be assessed on the basis of:
 - a) documents submitted;
 - b) salary scale of parents and or guardian; and
 - c) study progress.

9. REPORTING

9.1 New bursaries

After completion of the selection phase a report outlining the process and recommending the awarding of new bursaries to prospective candidates is compiled. This report with a name list, employment equity- and full bursary details attached as a schedule to the report, is then submitted to the Mayoral Committee for approval. Two or more submissions to the Mayoral Committee per financial year should be done, to cater for the respective periods when institutes of higher learning enlist new students or allow for the enrolment of new subjects. Upon approval the administrative process is initiated.

9.2 Progress Report

- i) The Tshwane Leadership and Management Academy, in conjunction with the relevant stakeholders, evaluates the progress of all bursars and compiles a progress report on it.
- ii) In accordance with the evaluation, certain actions may be recommended, including the following:
 - a) the continuation of the bursary;
 - b) the freezing of the bursary; and
 - c) the withdrawal of the bursary
- iii) All recommendations made and actions taken are to be in line with the determinations of the bursary agreement entered into with the bursar.

10. ADMINISTRATIVE PROCEDURE

The Tshwane Leadership and Management Academy is responsible for all policy matters pertaining to the bursary scheme and for ensuring uniform implementation and control. The Tshwane Leadership and Management Academy in close collaboration with the applicable departments of the particular MMC is responsible for the general administration of the scheme. The day-to-day administration includes monitoring progress, ensuring that all accounts are submitted and paid, submitting results and doing general liaison. Bursary files containing full administrative records are maintained by the designated departments of the MMC.

11. GENERAL PROVISIONS

- i) Fees are only paid upon submission of proof of registration and/or an official account.
- ii) Payments are subject to the finalisation of the bursary agreements.
- iii) MMC's may not award a bursary or give any other form of financial assistance to students who fall within the scope of this scheme, without the prior approval of the Municipality.
- iv) The CEO: Tshwane Leadership and Management Academy, in conjunction with the MMC's office must be empowered to take all the necessary decisions relating to the administration of the bursary scheme such as –
 - b) approval of amendments to the fields of study;
 - c) approval of changes to subjects and the curriculum;
 - d) payments for additional subjects;
 - e) contractual addendums;
 - f) approval of reports; and
 - g) all related ad hoc decisions.
- v) Any amendment to the approved policy will only be made after consultation with all the relevant role-players and approval by the Council .
- vi) All applications should be submitted as determined by the Municipality and are at all times subject to the Municipality's approval.
- vii) Students are limited to receiving a bursary for one qualification at a time and may not enrol for different qualifications simultaneously.
- viii) The MMC on request of the Tshwane Leadership and Management Academy must provide the nominations for potential bursars by the end of September each year.

(H) PART-TIME SCHEME FOR PERMANENT EMPLOYEES (MASTER'S AND DOCTORAL DEGREES)

1. INTRODUCTION

- i) This scheme is applicable to employees who are currently studying and or wish to study for a master's or a doctoral degree part-time through an approved external training institution.
- ii) Bursaries may only be awarded for studies which are applicable to the Municipality and which are undertaken on a part-time basis.
- iii) Bursaries will also be awarded for course work.

2. PURPOSE

The purpose of the master's or doctoral scheme is to assist employees in fulfilling their career plans and objectives. This scheme may also be used to address the Municipality's strategic corporate priorities where necessary.

3. FEES

- i) This scheme covers full tuition and registration fees and a single library membership fee. The payment of fees is based on academic years. The bursary only provides for one payment per year for the course as prescribed by the relevant educational institution.
- ii) The scheme covers one and a third ($1\frac{1}{3}$) times the annual class fees as prescribed by the relevant institution and is paid directly to the student doing compulsory course work, while class fees are paid to the educational institution except in the case where the student has already paid in advance. On completion of course work, paragraph 3.i) above becomes applicable.
- iii) The bursary of an employee who is busy with master's or doctoral studies at an educational institution may include expenses such as the typing, printing and binding of papers or as decided by the Municipality from time to time. However, this excludes compensation for field work on a project, eg distribution of pamphlets. Employees will be expected to present proof of payment for typing, printing, binding, etc.
- iv) Class fees are paid directly to the educational institution where applicable, while the other expenses are paid directly to the student on submission of the necessary documents.

4. CONTRACTUAL REQUIREMENTS

- i) Employees are expected to enter into a contractual agreement with the Municipality. This bursary agreement covers the general provisions of the bursary. In accordance with the service-binding clause the employee must remain in the Municipality's service after completion of the qualification. The average cost of the part-time bursary will be determined each year, and this amount (the "service-binding amount") will be used to determine the service-binding period. The service-binding amount applicable at the time the bursary is awarded will be fixed in the bursary agreement and will remain fixed for the contract period.

According to the service-binding agreement the student must remain in the Municipality's service for one year for each service-binding amount or part thereof paid out during the study period.

- ii) If an employee who received a bursary pays his or her own registration and tuition fees, the student will be reimbursed for the amount by cheque.

5. PROJECT

- i) Leave
 - If an employee needs time off during working hours for study-related purposes, special leave may be granted on the following basis: half (50%) of the time taken by the employee will be debited against his or her leave record, i.e. eight hours taken will result in four hours' leave being forfeited, or two days' leave required will result in one day's leave forfeited. If an employee does not have leave to his or her credit, vacation leave will be forfeited when such leave has accrued pro rata to the employee.
 - A five-day period of special leave will also be granted to finalise a thesis or dissertation. Proof of all chapters completed are to be submitted before leave is taken.
- ii) Conducting research

The student has to submit a written request to conduct research to the CEO: Tshwane Leadership and Management Academy. On approval the candidate must also give a copy of the project plan to the Tshwane Leadership and Management Academy.

6. NEEDS ASSESSMENT

- i) A needs assessment is conducted throughout the Municipality annually so that the divisions can indicate in which fields of study and how many part-time bursaries must be awarded to meet their requirements.
- ii) The needs assessment will be communicated to divisions by means of a circular from the Tshwane Leadership and Management Academy to enable the departments to make provision in the budget for the required number of bursaries for the following academic year.

7. BUDGET

The Tshwane Leadership and Management Academy draws up a schedule annually of the expected cost of relevant fields of study, and departments are expected to budget for the annual maintenance of the bursaries according to this schedule. Each department must forward a copy of their proposed budget to the Tshwane Leadership and Management Academy as a control measure.

8. ADVERTISING

The Tshwane Leadership and Management Academy, with the cooperation of the relevant department(s), advertises the bursaries according to the information gleaned from the assessment. The advertisement contains the relevant field of study and basic information relating to fee structures and contractual obligations. Arrangements relating to application forms, contact persons and closing dates are also indicated.

9. SELECTION

9.1 Assessment and interview

- i) Candidates are assessed on the basis of documents submitted and if it is deemed necessary interviews may be conducted. The interviews are conducted by the Tshwane Leadership and Management Academy, in conjunction with the relevant division.
- ii) In the case of certain management qualifications psychometric evaluation and other assessments may be conducted.

9.2 Pre-selection

- i) The student has to meet the requirements of the tertiary institution.
- ii) The student must provide an approved topic.

10. REPORTING

10.1 New bursaries

After completion of the selection phase a report outlining the process and recommending the awarding of new bursaries to prospective candidates is compiled. This report with a name list, employment equity- and full bursary details attached as a schedule to the report, is then submitted to the Mayoral Committee for approval. Two or more submissions to the Mayoral Committee per financial year should be done, to cater for the respective periods when institutes of higher learning enlist new students or allow for the enrolment of new subjects. Upon approval the administrative process is initiated.

10.2 Progress Report

- i) The Tshwane Leadership and Management Academy, in conjunction with the relevant divisions, evaluates the progress of all bursars and compiles a progress report each year.
- ii) According to the evaluation certain actions may be recommended including the following:
 - a) the continuation of a bursary;
 - b) the freezing of a bursary; and
 - c) the withdrawal of a bursary.
- iii) All recommendations made and actions taken are in line with the determinations of the bursary agreement entered into by the bursars.

11. ADMINISTRATIVE PROCEDURE

The Tshwane Leadership and Management Academy is responsible for all policy matters pertaining to the bursary scheme and for ensuring uniform implementation and control. The relevant divisions are responsible for the general administration of the scheme. The day-to-day administration includes monitoring progress, ensuring that all accounts are submitted and paid, submitting results and doing general liaison. Bursary files containing full administrative records are maintained by the relevant division.

12. GENERAL PROVISIONS

- i) Fees are only paid upon submission of proof of registration and/or an official account.
- ii) Payments are subject to the finalisation of the bursary agreement.
- iii) No division may award bursaries or any other form of financial assistance to employees who fall in the scope of the schemes mentioned above, without the prior approval of the Municipality.
- iv) The CEO: Tshwane Leadership and Management Academy in collaboration with the specific division/department/organisational unit must be empowered to take all the necessary decisions relating to the administration of the bursary scheme such as –
 - a) approval of amendments to field of study;
 - b) approval of changes to subjects and curriculum;
 - c) payments for additional subjects;
 - d) contractual addendums;
 - e) approval of reports; and
 - f) all related ad hoc decisions.
- v) Any amendment to the approved policy will only be made after consultation with all the relevant role-players, and approval by the Council.

- vi) Because of the large amounts involved in full-time bursaries for non-employees, 50% of the bursary amount will be paid out in the first half of the academic year and the remaining 50% in the second half where applicable, and/or as the student progresses with the studies.
- vii) All applications must be submitted on a part-time bursary application form.
- viii) Students are limited to receiving a bursary for one qualification at a time and may not enrol for different qualifications simultaneously.



TSHWANE LEADERSHIP AND MANAGEMENT ACADEMY

PO Box 440
PRETORIA
0001

FULL-TIME BURSARY AGREEMENT (NON-EMPLOYEES)

Agreement entered into by and between

THE CITY OF TSHWANE

herein represented by in their capacity as duly authorised thereto in terms of a resolution by the City of Tshwane (hereinafter referred to as the "Municipality") dated, as amended, on the one part,

AND

.....

born on, assisted by his or her guardian, if a minor (hereinafter referred to as the "student"), of the other part.

WHEREAS the student has applied to the Municipality for the granting of a bursary in order to obtain the qualification full-time of which the choice of subjects has been approved by the of the Municipality (hereinafter referred to as the "Executive Director: Human Resources"), after consultation with the, at

AND WHEREAS the Municipality has seen fit to grant a bursary to the student for the said purpose, which bursary is made up as set out in clause 1 and which bursary may, upon application, at the sole discretion of the Municipality be renewed annually;

THEREFORE the parties agree as follows:

1. The bursary amount is determined as follows:
 - 1.1 The actual study costs are based on the annual prescribed tuition and registration fees for the specific field of study, and are to be paid for the minimum prescribed period of study
 - 1.2 An additional 50% of the annual prescribed tuition and registration fees will be granted for books, residence fees and related costs.
2. The student undertakes to enrol from the academic year and every subsequent year for the duration of the relevant course as a full-time student at and to undergo tuition there with a view to obtaining (hereinafter referred to as the "qualification"), and to obtain such qualification in the period prescribed for such qualification or in such extended period as the Municipality may allow.
3. The student undertakes not to change or deviate from his or her specific study course or training institution without the prior written consent of the Municipality.
4. The student undertakes to furnish the personnel to whom he or she has been assigned as a bursar without delay with written proof of enrolment every year in accordance with clause 2.
5. The student undertakes and shall be obliged to furnish the personnel of the division to whom he or she has been assigned as a bursar with written proof of his or her results within thirty days after the examination results have been made known.
6. The student undertakes to inform the Municipality immediately of any changes in postal or residential address, marital status or change of name.
7. The student undertakes to, before the bursary is awarded and annually thereafter, undergo a specific medical examination relevant to the intrinsic job requirements of the positions related to the study field in which a bursary was granted, as determined by the Municipality. The medical examination will be for the student's own cost, unless it is undertaken by the Municipality's Medical Officer of Health.
8. The Municipality may at any time cancel the granting of the bursary if the Municipality is of the opinion that –
 - 8.1 the student has been guilty of misconduct; or
 - 8.2 the student is not making satisfactory progress in his or her studies: Provided that if, in the Municipality's sole opinion, the fact that the student is not making satisfactory progress in his or her studies is due to causes beyond the student's control, or if the student furnishes written proof that he or she repeated the year of study which he or she had failed and that he or she has been admitted for the next year of study, the Municipality may set aside its decision to cancel the bursary; or
 - 8.3 with reference to clause 7, the student does not medically meet the intrinsic job requirements of positions related to the field in which the bursary was granted.

9. Should the student fail any particular study year, that study year must be repeated at the student's cost. After the successful completion of the repeated study year, the bursary will continue for the following study year, subject to the determinations of the bursary scheme.
10. The conditions of clause 9 are subject to the fact that no two years of study may be repeated more than once.
11. In the case of compulsory in-service training or vacation work as required by the educational institution, the Municipality will –
 - 11.1 as far as possible accommodate students, if the Municipality receives such a written request in good time. If vacation work is not a requirement of the course, the Municipality will not have to provide vacation employment; and
 - 11.2 appoint students for vacation work on a contract basis for a specified period. The total remuneration payable is based on the starting salary of an Administrative Officer, as set out in the Municipality's Grading Scheme. Study years completed successfully will be used to determine the applicable notch for the period of appointment.
12. The student undertakes and shall be obliged, after obtaining the qualification, to enter the Municipality's service or to remain in the Municipality's service for a minimum period of 12 months (hereinafter referred to as the "service period") for every year of study in respect of which a bursary or a portion thereof was paid out to the student –
 - 12.1 in any post in which, in the Municipality's opinion, his or her services are needed;
 - 12.2 subject to the Municipality's Conditions of Service in force at the time; and
 - 12.3 on a salary scale applicable at that time to the post to which he or she is appointed: Provided that the said service period may not be served simultaneously with any other service period which may be owing to the Municipality by the student in terms of any other undertaking or contract.
 - 12.4 If the Municipality is unable to use a student's services, the Municipality may exempt him or her from the service obligation laid down in clause 12.
13. The student undertakes and shall be obliged to pay back to the Municipality, without delay, in a lump sum, the bursary moneys paid out to him or her, plus interest as set out in clause 15, calculated from the date(s) of payment –
 - 13.1 if he or she abandons his or her studies before obtaining the qualification;
 - 13.2 if the student fails to honour his or her undertaking in terms of the provisions of clause 12 or is discharged from the Municipality's service prior to completion of his or her compulsory service period; and
 - 13.3 if the Municipality has cancelled the granting of the bursary in terms of clause 8.

- 14. The amount calculated and payable in terms of clause 13 shall be reduced on a pro rata basis by an amount which is in the same ratio to the amount thus calculated as the ratio of the completed portion of the student's service period to the total service period.
- 15. The student undertakes and shall be obliged to pay to the Municipality, together with the amount owing in terms of clause 13, monthly compound interest on such amount at 1% above the rate of interest published from time to time in the Government Gazette by the Minister of Finance in terms of section 26(1) of the Exchequer and Audit Act, 1975 (Act 66 of 1975): Provided that the rate will be based on 1% above the rate thus published as on the date(s) of payment of the bursary.
- 16. Should the student resign from the Municipality's service or be discharged, and the provisions of this agreement have been complied with in full, the Municipality shall be entitled to offset against and deduct from the student's salary, leave money or any other pecuniary benefit owing to the student by the Municipality, or any amount owing as referred to in clauses 13, 14 and 15. Nothing contained in this clause shall detract from any other legal remedy at the Municipality's disposal in order to recover from the student any debt, which may arise by virtue of this agreement.
- 17. The Municipality may, at its sole discretion, at any time exempt the student from payment of any amount or a portion thereof owing in terms of this agreement, if the Municipality is of the opinion that the student's liability arose from circumstances beyond his or her control.
- 18. The student undertakes not to apply for or to accept any other bursary without the Municipality's written permission.
- 19. The student chooses the following residential address as his or her domicilium citandi et executandi for the purpose of this agreement:

.....

.....

.....
- 20. Upon the signing of this agreement the student agrees to the jurisdiction of the Magistrates' Court in terms of sections 28 and 45 of the Magistrates' Courts Act, 1944 (Act 32 of 1944), as amended, in respect of any action that may arise from this agreement, the cancellation thereof or any related matter.

SIGNED by the student at PRETORIA on this day of
20....., in the presence of the undersigned witnesses.

.....
STUDENT

WITNESSES:

1.

2.

(If the student is a minor, this agreement must be countersigned by his or her guardian.)

Assisted by me

.....
Countersigned by student's guardian

WITNESSES:

1.

2.

Full name and residential address of guardian:

.....

.....

Relationship:

SIGNED on behalf of the Municipality on this day of20

.....
on behalf of the Municipality

WITNESSES:

1.

2.

**FULL-TIME BURSARY AGREEMENT: EMPLOYEES**

Agreement entered into by and between

THE CITY OF TSHWANE

herein represented by in his or her capacity as duly authorised thereto in terms of a resolution by the City of Tshwane (hereinafter referred to as the "Municipality") dated, on the one part,

AND

.....

born on, assisted by his or her guardian, if a minor (hereinafter referred to as the "student"), of the other part.

WHEREAS the student is a permanent employee of the Municipality; and

WHEREAS the student has applied to the Municipality for the granting of a bursary in order to obtain (hereinafter referred to as the "qualification"), of which the choice of subjects has been approved by the, of the Municipality (hereinafter referred to as the "Executive Director: Human Resources"), after consultation with, at (hereinafter referred to as the "training institution"); which course is presented by the training institution from (hereinafter referred to as the "training period"); and

WHEREAS the classes run during office hours; and

WHEREAS the obtaining of the qualification by the student is in the Municipality's interest;

AND WHEREAS the Municipality has seen fit to grant a bursary to the student for the said purpose, which bursary is made up as set out in clause 1 of the conditions regarding the bursary awarded and which bursary may, upon application, at the sole discretion of the Municipality be renewed annually;

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

A. Conditions to be fulfilled with regard to the bursary awarded

1. The bursary amount is a maximum of one and a third (1⅓) times the prescribed annual tuition and registration fees payable for the field of study concerned.
2. The student undertakes to enrol from the academic year and every subsequent year for the duration of the course as a full-time student at the training institution and to undergo tuition there with a view to obtaining the qualification, and to obtain this qualification in the period prescribed or in the extended period allowed by the Municipality.
3. The student undertakes not to deviate from or change his or her study course or training institution without the prior written consent of the Municipality.
4. The student undertakes to furnish the personnel of the division where he or she is working without delay with written proof of enrolment for every year for which he or she must enrol in accordance with clause 2.
5. The student undertakes and shall be obliged to furnish the personnel of the division where he or she is working with written proof of his or her results within thirty days of the examination results being made known.
6. The student undertakes to inform the Municipality immediately of any changes in postal or residential address, marital status or change of name.
7. The Municipality may at any time cancel the granting of the bursary if the Municipality is of the opinion that –
 - 7.1 the student has been guilty of misconduct; or
 - 7.2 the student is not making satisfactory progress with his or her studies:

Provided that if, in the Municipality's sole opinion, the fact that the student is not making satisfactory progress with his or her studies is due to causes beyond the student's control, or if the student furnishes written proof that he or she repeated the subjects which he or she had failed and that he or she has been admitted for the next year of study, the Municipality may set aside its decision to cancel the bursary.
8. Should the student be unsuccessful in any subject/s in respect of any particular study year, such subject/s shall be repeated and paid for by the student.
9. The student undertakes and shall be obliged, after obtaining the qualification, to remain in the Municipality's service for one year for each or part thereof paid out during the training period (hereinafter referred to as "service period A"). The amount stated above is determined by the and is based on the average cost of a bursary (hereinafter this amount will be referred to as the "service-binding amount").

10. The execution of the service period will take place –
 - 10.1 in any post where, in the Municipality's opinion, his or her services are needed;
 - 10.2 subject to the Municipality's Conditions of Service in force at the time; and
 - 10.3 on a salary scale applicable at that time to the post to which he or she is appointed.
11. The student undertakes and shall be obliged to pay back to the Municipality, without delay, in a lump sum, the bursary moneys paid out to him or her, plus interest as set out in clause 13, calculated from the date(s) of payment –
 - 11.1 if the student abandons his or her studies before obtaining the qualification;
 - 11.2 if the student fails to honour his or her undertaking in terms of the provisions of clause 9 or is discharged from the Municipality's service prior to completion of his or her compulsory service period; and
 - 11.3 if the Municipality has cancelled the granting of the bursary in terms of clause 7.
12. The amount calculated and payable in terms of clause 11 shall be reduced on a pro rata basis by an amount which is in the same ratio to the amount thus calculated as the ratio of the completed portion of the student's service period to the total service period.
13. The student undertakes and shall be obliged to pay to the Municipality, together with the amount owing in terms of clause 11, monthly compound interest on such amount at 1% above the rate of interest published from time to time in the Government Gazette by the Minister of Finance in terms of section 26(1) of the Exchequer and Audit Act, 1975 (Act 66 of 1975): Provided that the rate will be based on 1% above the rate thus published as on the date(s) of payment of the bursary.
14. The student undertakes not to apply for or to accept any other bursary without the Municipality's written permission.

B. Conditions to be fulfilled with regard to the concession granted to attend classes during office hours

1. The Municipality undertakes to allow the student to attend the course at the prescribed training institution during office hours and for this purpose to absolve the student for the duration of the course from his or her normal duties and to grant his or her normal salary and all other benefits in terms of the Municipality's conditions of service or otherwise for the period in question to or on behalf of the student: Provided that the student shall be obliged to report for his or her normal duties at the times when classes are not given. Non-fulfilment hereof will be seen as misconduct. The period of study shall not exceed six months or be one year full time or three years full time consecutively.

2. The student undertakes to attend, during the time granted to him or her in terms of clause 1 of part B of the agreement, by the Municipality, all classes at the training institution and not to carry out any non-related activities during such time.
3. The student undertakes to serve the Municipality, after each training period during which the student was absolved from duty in order to attend classes full-time to obtain the qualification for which the bursary was granted, in any post where, in the opinion of the Municipality, his or her services may be required for a period of twice the duration of the training period with a minimum period of six months (hereinafter referred to as "service period B").
4. If the student is dismissed from the Municipality's service before the completion of service period B or upon non-fulfilment of the undertakings referred to in clauses 2 and 3, the student shall be obliged and hereby undertakes to refund to the Municipality immediately all moneys referred to in clause 1 which the Municipality paid to the student in respect of the training period, as well as the value of the number of full days of vacation leave which accumulated to the credit of the student during the training period, and which will be calculated at the salary of the student as at the date of non-fulfilment of the aforementioned undertakings or, where applicable, the date of dismissal. The amount thus calculated and payable to the Municipality shall upon non-compliance with clause 3 be reduced on a pro rata basis to an amount which is in the same ratio to the amount so calculated as the completed portion of the student's period of service to his or her total period of service.
5. The Municipality may at any time withdraw the concession granted to the student in terms of clause 1 if -
 - 5.1 the Municipality is of the opinion that the student is guilty of misconduct; and/or
 - 5.2 the student fails to fulfil the undertaking given in clause 2 of part B of the agreement: Provided that if the concession to the student is thus withdrawn, he or she may also be dealt with further in terms of the Municipality's conditions of service applicable to the student.
6. If the concession to the student is withdrawn in terms of clause 5 of part B of the agreement or if he or she for any reason whatsoever stops attending the classes before completion of the training period, the student shall be obliged and hereby undertakes immediately to refund to the Municipality all the moneys referred to in clause 1 of part B of the agreement, which the Municipality paid in respect of the period during which he or she was absolved from duty for the purpose of attending classes.
7. The student shall be obliged and hereby undertakes to pay to the Municipality together with the amounts, as and when due in terms of clauses 4 and 6 above (part B of the agreement), interest thereon at 1% above the interest rate published from time to time by the Minister of Finance in terms of section 26(1) of the Exchequer and Audit Act, 1975 (Act 66 of 1975), in the Government Gazette: Provided that the rate shall be based on 1% above the rate published on the date(s) on which the relevant amounts are paid out.

C. General Conditions

1. Service period A regarding the bursary awarded and service period B regarding the concession granted to attend classes during office hours may not run concurrently, and may further not be served simultaneously with any other service period which may be owed to the Municipality by the student in terms of any other undertaking or contract.
2. Should the student fail to pay to the Municipality any of the money payable in terms of the provisions of this agreement concerning parts A and B promptly and in accordance with the provisions of this agreement, then and in such case the Municipality shall be entitled -
 - 2.1 if the student is still in the Municipality's service, to set off against and deduct from the student's salary which he receives from the Municipality, the outstanding amount of the student's debt in terms of this agreement, in a lump sum or in an amount per month, as the Municipality may determine; or
 - 2.2 if the student resigns or is dismissed from the Municipality's service, to set off against and deduct from the student's salary, leave moneys as calculated in terms of clause 4 or any other monetary benefit payable by the Municipality to the student, the outstanding amount of the student's debt in terms of this agreement, or any portion thereof: Provided that nothing contained in this paragraph shall detract from any other legal remedies at the Municipality's disposal in order to recover from the student any debt arising by virtue of this agreement.
3. The Municipality may, at its sole discretion, at any time exempt the student from the payment of any amount or portion thereof for which he or she is liable in terms of this agreement, if the Municipality is of the opinion that the student's liability arose from circumstances beyond his or her control.
4. Contingencies for which no provisions have been made in this agreement will be dealt with according to the Municipality's conditions of service or in terms of any agreement between the Municipality and student.
5. The student chooses the following residential address as his or her domicilium citandi et executandi for the purposes of any notices or the serving of any document arising from this agreement:

.....

.....

.....
6. The student agrees upon signing hereof to the jurisdiction of the Magistrate's Court in terms of sections 28 and 45 of the Magistrates' Courts Act, 1944 (Act 32 of 1944), in respect of any action arising from this agreement, the cancellation thereof or any related matter.

SIGNED by the student at PRETORIA on this day of
 20, in the presence of the undersigned witnesses.

.....
 STUDENT

WITNESSES:

1.

2.

(If the student is a minor, his or her guardian must countersign this agreement.)

Assisted by me

.....
 Countersigned by student's guardian

WITNESSES:

1.

2.

Full name and residential address of guardian:

.....

Relationship:

SIGNED on behalf of the Municipality on this day of
 20

.....
 On behalf of the Municipality

WITNESSES:

1.

2.



TSHWANE LEADERSHIP AND MANAGEMENT ACADEMY

PO Box 440
PRETORIA
0001

PART-TIME BURSARY AGREEMENT (EMPLOYEES)

Agreement entered into by and between

THE CITY OF TSHWANE

herein represented by in his or her capacity as duly authorised thereto in terms of a resolution by the City of Tshwane (hereinafter referred to as the "Municipality"), dated, as amended on the one part,

AND

.....

born on, assisted by his or her parent or guardian, if a minor (hereinafter referred to as the "student"), of the other part.

WHEREAS the student has applied to the Municipality for the granting of a bursary in order to obtain of which the choice of subjects has been approved by the, of the Municipality (hereinafter referred to as the "...Executive Director: Human Resources"), after consultation with, at

AND WHEREAS the Municipality has seen fit to grant a bursary to the student for the said purpose, which bursary is made up as set out in clause 1 and which bursary may, upon application, at the sole discretion of the Municipality be renewed annually;

THEREFORE the parties agree as follows:

1. The bursary amount is one and a third ($1\frac{1}{3}$) times the tuition and registration fees payable for the field of study concerned per annum.
2. The student undertakes to enrol from the academic year and every subsequent year for the duration of the relevant course, as an after-hours student at and to undergo tuition there with a view to obtaining (hereinafter referred to as the "qualification"), and to obtain such qualification in the period prescribed for such qualification or in such extended period as the Municipality may allow.

3. The student undertakes not to change or deviate from his or her study course without the prior written consent of the Municipality.
4. The student undertakes to furnish the personnel of the division where he or she is working without delay with written proof of enrolment for every year for which he or she must enrol in accordance with clause 2.
5. The student undertakes and shall be obliged to furnish the personnel of the division where he or she is working with written proof of his or her results within thirty days of the examination results being made known.
6. The student undertakes to inform the Municipality immediately of any changes in postal or residential address, marital status or change of name.
7. The Municipality may at any time cancel the granting of the bursary if the Municipality is of the opinion that –
 - 7.1 the student has been guilty of misconduct; or
 - 7.2 the student is not making satisfactory progress with his or her studies: Provided that if, in the Municipality's sole opinion, the fact that the student is not making satisfactory progress with his or her studies is due to causes beyond the student's control, or if the student furnishes written proof that he or she repeated the year of study which he or she had failed and that he or she has been admitted for the next year of study, the Municipality may set aside its decision to cancel the bursary.
8. Should the student be unsuccessful in any subject/s in respect of any particular study year, such subject/s shall be repeated and paid for by the student.
9. The student undertakes and shall be obliged, after obtaining the qualification, to remain in the Municipality's service for one year for each R..... (.....) or part thereof paid out during the study period (hereinafter referred to as the "service period"). The amount stated above is determined by and is based on the average cost of a bursary (hereinafter this amount will be referred to as the "service-binding amount").
10. The execution of the service period will take place –
 - 10.1 in any post where, in the Municipality's opinion, his or her services are needed;
 - 10.2 subject to the Municipality's Conditions of Service in force at the time; and
 - 10.3 on a salary scale applicable at that time to the post to which he or she is appointed: Provided that the said service period may not be served simultaneously with any other service period which may be owing to the Municipality by the student in terms of any other undertaking or contract.
11. The student undertakes and shall be obliged to pay back to the Municipality, without delay, in a lump sum, the bursary moneys paid out to him or her, plus interest as set out in clause 13, calculated from the date(s) of payment –

- 11.1 if he or she abandons his or her studies before obtaining the qualification;
 - 11.2 if the student fails to honour his or her undertaking in terms of the provisions of clause 9 or is discharged from the Municipality's service prior to completion of his or her compulsory service period; and
 - 11.3 if the Municipality has cancelled the granting of the bursary in terms of clause 7.
12. The amount calculated and payable in terms of clause 11 shall be reduced on a pro rata basis by an amount which is in the same ratio to the amount thus calculated, as the ratio of the completed portion of the student's service period to the total service period.
 13. The student undertakes and shall be obliged to pay to the Municipality, together with the amount owing in terms of clause 11, monthly compound interest on such amount at 1% above the rate of interest published from time to time in the Government Gazette by the Minister of Finance in terms of section 26(1) of the Exchequer and Audit Act, 1975 (Act 66 of 1975): Provided that the rate will be based on 1% above the rate thus published as on the date(s) of payment of the bursary.
 14. Should the student resign from the Municipality's service or be discharged, and the provisions of this agreement have been complied with in full, the Municipality shall be entitled to offset against and deduct from the student's salary, leave money or any other pecuniary benefit owing to the student by the Municipality as referred to in clauses 11, 12 and 13. Nothing contained in this clause shall detract from any other legal remedy at the Municipality's disposal in order to recover from the student any debt which may arise by virtue of this agreement.
 15. The Municipality may, at its sole discretion and at any time exempt the student from payment of any amount or a portion thereof owing in terms of this agreement, if the Municipality is of the opinion that the student's liability arose from circumstances beyond his or her control.
 16. The student undertakes not to apply for any other bursary without the Municipality's permission in writing, or to accept such bursary.
 17. The student chooses the following residential address as his or her domicilium citandi et executandi for the purpose of this agreement:
.....
.....
.....
 18. Upon the signing thereof the student agrees to the jurisdiction of the Magistrate's Court in terms of sections 28 and 45 of the Magistrates' Courts Act, 1944 (Act 32 of 1944), as amended, in respect of any action that may arise from this agreement, the cancellation thereof or any related matter.

SIGNED by the student at PRETORIA on this day of

..... 20 , in the presence of the undersigned witnesses.

.....
STUDENT

WITNESSES:

1.

2.

(If the student is a minor, this agreement must be countersigned by his or her father or guardian.)

Assisted by me

.....
Countersigned by student's parent or guardian

WITNESSES:

1.

2.

Full name and residential address of parent or guardian:

.....

.....

Relationship:

SIGNED on behalf of the Municipality on this day of 20....

.....
On behalf of the Municipality

WITNESSES:

1.

2.



TSHWANE LEADERSHIP AND MANAGEMENT ACADEMY

PO Box 440
PRETORIA
0001

FULL-TIME BURSARY AGREEMENT (NON-EMPLOYEES) (SOCIAL RESPONSIBILITY BURSARY)

Agreement entered into by and between

THE CITY OF TSHWANE

(The CITY OF TSHWANE, successor-in-law to the CITY COUNCIL OF PRETORIA in terms of General Notice 6770 of 2000, as amended)

herein represented by in her or his capacity as **EXECUTIVE DIRECTOR: HUMAN RESOURCES** duly authorised thereto in terms of a resolution by the City of Tshwane (hereinafter referred to as the "Municipality"), dated 23 June 2005, as amended, on the one part,

AND

.....

born on, assisted by his or her guardian, if a minor (hereinafter referred to as the "student"), of the other part.

WHEREAS the student has applied to the Municipality for the granting of a bursary in order to obtain the full-time of which the choice of subjects has been approved by the Executive Director: Human Resources, of the Municipality (hereinafter referred to as the "Executive Director"), at;

AND WHEREAS the Municipality has seen fit to grant a bursary to the student for the said purpose, which bursary is made up as set out in clause 1 and which bursary may, upon application, at the sole discretion of the Municipality be renewed annually;

THEREFORE the parties agree as follows:

1. The bursary amount is determined as follows:
 - 1.1 The annual prescribed tuition and registration fees for the specific field of study is to be paid for the minimum prescribed period of study.
 - 1.2 An additional amount is paid for study material as prescribed by the training institution from time to time.
2. The student undertakes to enrol from the academic year and every subsequent year for the duration of the relevant course, as a full-time student at and to undergo tuition there with a view to obtaining the (hereinafter referred to as the "qualification"), and to obtain such qualification in the period prescribed for such qualification or in such extended period as the Municipality may allow.
3. The student undertakes not to deviate from or change his or her study course or training institution without the prior written consent of the Municipality.
4. The student undertakes to furnish the Support Services Personnel of the division to whom he or she has been assigned as a bursar without delay with written proof of enrolment for every year for which he or she must enrol in accordance with clause 2.
5. The student undertakes and shall be obliged to furnish the personnel of the division to whom he or she has been assigned as a bursar with written proof of his or her results within thirty days of the examination results being made known.
6. The student undertakes to inform the Municipality immediately of any changes in postal or residential address, marital status or change of name.

7. The Municipality may at any time cancel the granting of the bursary if the Municipality is of the opinion that –
 - 7.1 the student has been guilty of misconduct; or
 - 7.2 the student is not making satisfactory progress with his or her studies: Provided that if, in the Municipality's sole opinion, the fact that the student is not making satisfactory progress with his or her studies is due to causes beyond the student's control, or if the student furnishes written proof that he or she repeated the year of study which he or she had failed and that he or she has been admitted for the next year of study, the Municipality may set aside its decision to cancel the bursary.
8. If the student fails a study year, that study year must be repeated at the student's cost. After the successful completion of the repeated study year, the bursary will continue for the following study year, subject to the determinations of the bursary scheme.
9. The conditions of clause 8 are subject to the provision that no two years of study may be repeated more than once.
10. In the case of compulsory in-service training or vacation work as required by the educational institution, the Municipality will –
 - 10.1 as far as possible accommodate students, if the Municipality receives such a written request in good time (If vacation work is not a requirement of the course, the Municipality will not be compelled to provide such vacation employment.); and
 - 10.2 appoint students for vacation work on a contract basis for a specified period and remunerate them at a rate determined by the Municipality.
11. The Municipality may at any time and at its sole discretion decide to use the skills of a bursar student and require the student to enter the Municipality's service –
 - 11.1 in any post, where his or her services are needed, in the Municipality's opinion;
 - 11.2 subject to the Municipality's conditions of service in force at the time; and

- 11.3 on a salary scale applicable at that time to the post to which he or she is appointed.
12. If the Municipality is unable to use a student's services, the Municipality may exempt him or her from service.
13. The student undertakes not to apply for or to accept any other bursary without the Municipality's written permission.
14. The student chooses the following residential address as his or her domicilium citandi et executandi for the purpose of this agreement:
-
-
-
-
15. Upon the signing of the agreement the student agrees to fall under the jurisdiction of the Magistrates' Court in terms of sections 28 and 45 of the Magistrates' Courts Act, 1944 (Act 32 of 1944), as amended, in respect of any action that may arise from this agreement, the cancellation thereof or any related matter.

SIGNED by the student at PRETORIA on this day of,
in the presence of the undersigned witnesses.

WITNESSES:

1.
-
- STUDENT
2.

(If the student is a minor, this agreement must be countersigned by his or her guardian.)

Assisted by me

.....
Countersigned by student's guardian

WITNESSES:

1.

2.

Full name and residential address of guardian:

.....
.....

Relationship:

SIGNED on behalf of the Municipality on this day of
.....

WITNESSES:

1.

.....
On behalf of the Municipality

2.



TSHWANE LEADERSHIP AND MANAGEMENT ACADEMY

PO Box 440
PRETORIA
0001

PART-TIME BURSARY AGREEMENT (SECTIONS 55 AND 57 MANAGERS)

Agreement entered into by and between

THE CITY OF TSHWANE

herein represented by in his or her capacity as duly authorised thereto in terms of a resolution of the City of Tshwane (hereinafter referred to as the "Municipality") dated, as amended, on the one part,

AND

.....

born on, assisted by his or her parent or guardian, if a minor (hereinafter referred to as the "student"), of the other part.

WHEREAS the student has applied to the Municipality for the granting of a bursary in order to obtain of which the choice of subjects has been approved by the (hereinafter referred to as the "Executive Director: Human Resources") of the Municipality, after consultation with at

AND WHEREAS the Municipality has seen fit to grant a bursary to the student for the said purpose, which bursary is made up as set out in clause 1 and which bursary may, upon application, at the sole discretion of the Municipality, be renewed annually;

THEREFORE the parties agree as follows:

1. The bursary amount is made up of one and a third ($1\frac{1}{3}$) times the tuition and registration fees payable for the relevant field of study per annum.
2. The student undertakes to enrol from the academic year and every subsequent year for the duration of the relevant course, as an after-hours student at and to undergo tuition there with a view to obtaining (hereinafter referred to as the

"qualification"), and to obtain such qualification in the period prescribed for such qualification or in such extended period as the Municipality may allow.

3. The student undertakes not to deviate from or change his specific study course or educational institution without the prior written consent of the Municipality.
4. The student undertakes to furnish the personnel of the division where he or she is working without delay with written proof of enrolment for every year for which he or she must enrol in accordance with clause 2.
5. The student undertakes and shall be obliged to furnish the personnel of the division where he or she is working with written proof of his or her results within thirty days of the examination results being made known.
6. The student undertakes to inform the Municipality immediately of any changes in postal or residential address, marital status, change of name and change in political status.
7. The Municipality may at any time cancel the granting of the bursary if the Municipality is of the opinion that –
 - 7.1 the student has been guilty of misconduct; or
 - 7.2 the student is not making satisfactory progress with his or her studies: Provided that if the Municipality is of the opinion that the student is not making satisfactory progress with his or her studies due to causes beyond the student's control, or if the student furnishes written proof that he or she repeated the year of study which he or she had failed and that he or she has been admitted for the next year of study, the Municipality may set aside its decision to cancel the bursary.
8. If the student fails any subject/s in any study year, such subject/s shall be repeated and paid for by the student.
9. The student undertakes and shall be obliged to pay back to the Municipality, without delay, in a lump sum the bursary moneys paid out to him or her, plus interest as set out in clause 11, calculated from the date(s) of payment –
 - 9.1 if the student abandons his or her studies before obtaining the qualification;
 - 9.2 if the student fails to honour his or her undertaking in terms of the provisions set out in the agreement or is discharged from the Municipality's service or political party prior to completion of his or her studies; and
 - 9.3 if the Municipality has cancelled the granting of the bursary in terms of clause 7.
10. The amount calculated and payable in terms of clause 9 shall be reduced on a pro rata basis by an amount which is in the same ratio to the amount thus calculated as the ratio of the completed portion of the student's service period to the total service period.
11. The student undertakes and shall be obliged to pay to the Municipality, together with the amount owing in terms of clause 9, monthly compound interest on such

amount at 1% above the rate of interest published from time to time in the Government Gazette by the Minister of Finance in terms of section 26(1) of the Exchequer and Audit Act, 1975 (Act 66 of 1975): Provided that the rate will be based on 1% above the rate thus published as on the date(s) of payment of the bursary.

- 12. Should the student resign from the Municipality's service or be discharged, and the provisions of this agreement have been complied with in full, the Municipality shall be entitled to offset against and deduct from the student's salary, leave money or any other pecuniary benefit owing to the student by the Municipality, any amount owing as referred to in clauses 9, 10 and 11. Nothing contained in this clause shall detract from any other legal remedy at the Municipality's disposal in order to recover from the student any debt which may arise by virtue of this agreement.
- 13. The Municipality may, at its sole discretion, at any time exempt the student from payment of any amount or a portion thereof owing in terms of this agreement, if the Municipality is of the opinion that the student's liability arose from circumstances beyond his or her control.
- 14. The student undertakes not to apply for any other bursary without the Municipality's permission in writing, or to accept such bursary.
- 15. The student chooses the following residential address as his or her domicilium citandi et executandi for the purpose of this agreement:

.....
.....
.....

- 16. By signing this agreement the student agrees to fall under the jurisdiction of the Magistrate's Court in terms of sections 28 and 45 of the Magistrates' Courts Act, 1944 (Act 32 of 1944), as amended, in respect of any action that may arise from this agreement, the cancellation thereof or any related matter.

SIGNED by the student at PRETORIA on this day of
..... 20 , in the presence of the undersigned witnesses.

.....
STUDENT

WITNESSES:

- 1.
- 2.

(If the student is a minor, this agreement must be countersigned by his or her parent or guardian.)

Assisted by me

.....
Countersigned by student's father or guardian

WITNESSES:

- 1.
- 2.

Full name and residential address of parent or guardian:

.....
.....

Relationship:

SIGNED on behalf of the Municipality on this day of 20....

.....
On behalf of the Municipality

WITNESSES:

- 1.
- 2.



TSHWANE LEADERSHIP AND MANAGEMENT ACADEMY

PO Box 440
PRETORIA
0001

APPLICATION FOR PART-TIME AND FULL-TIME BURSARY (EMPLOYEES)

No application will be considered if copies of the following documents are not attached:

- Identity document of applicant
- Latest statements of results
- Written proof of cost of intended studies
- Proof of registration

PERSONAL DETAILS

Indicate with a cross in the applicable block.

| | | | | |
|----|-----|------|----|------|
| Mr | Mrs | Miss | Dr | Prof |
|----|-----|------|----|------|

1. Full first names and surname:
2. Pay number: 3. Date of birth:
4. Designation: 5. Date of appointment:
6. Department: 7. Division:
8. Telephone: (Work): (Home):
9. Highest educational qualification already obtained:
10. Intended institution for registration:
11. Commencement date:
12. Qualifications to be registered for:
13. Proposed subjects/modules to obtain the said qualifications:

| | FIRST YEAR | SECOND YEAR | THIRD YEAR | FOURTH YEAR |
|----|------------|-------------|------------|-------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |

14. Major subjects:

15. **FINANCIAL IMPLICATIONS**

Registration fees per subject or module: R

Examination fees if applicable: R

Study materials (costs): R

Others, specify: R

Total amount applied for: R

16. **DECLARATION**

Were you previously awarded a bursary? ☐ Yes ☐ No

If yes, give the following information:

- a) When:
- b) What was the amount received?
- c) Did you complete the required qualification?
- d) If no, give reason(s):

I agree to sign the prescribed agreement with the Municipality.

If necessary, I authorise the Chief Financial Officer to redeem the full amount in the next academic year, should I not pass the applicable subjects or modules.

I hereby declare that the above information is true and correct and that I am willing to enter into a service contract with the Municipality. I accept that this application will be declared null and void if my academic record and certificate of conduct from the relevant institution are unsatisfactory.

.....
SIGNATURE DATE

COGNISANCE OF DIRECT SUPERVISOR

NAME IN BLOCK LETTERS:

DESIGNATION: TEL:

.....
SIGNATURE DATE

RECOMMENDED BY DEPARTMENTAL MANAGER

a) The quality of service provided by this applicant:

| | | | | |
|-----------|------------------|---------|-----------------------|------|
| EXCELLENT | ABOVE AVERAGE | AVERAGE | LOWER THAN AVERAGE | POOR |
|-----------|------------------|---------|-----------------------|------|

b) Will the applicant, after obtaining this qualification:

i) fulfil an actual need in your department? ☐ YES ☐ NO

and/or

ii) comply with a higher qualification requirement for promotion? ☐ YES ☐ NO

c) Consent is given (where applicable):

- That the abovementioned person be allowed to study:

Block

Semester

- That the person will be withdrawn from service for classes for the duration of:

.....

d) Additional remarks that are deemed necessary:

.....

NAME IN BLOCK
LETTERS:

DESIGNATION: TEL:

.....
SIGNATURE

.....
DATE

REMARKS:

1. Persons who approve applications on behalf of office bearers must make sure that they have been duly authorised to do so.
2. No incomplete application forms will be considered.
3. Hand this form in at, or send it to the Human Resources Department (One Stop Service), Mezzanine Level, Sanlam Plaza West.



TSHWANE LEADERSHIP AND MANAGEMENT ACADEMY

PO Box 440
PRETORIA
0001

APPLICATION FOR A FULL-TIME STUDY BURSARY (NON-EMPLOYEES)

READ ALL INSTRUCTIONS CAREFULLY.

Give full details in block letters in the appropriate spaces below.

To qualify for a bursary, please attach photocopies of the following documents:

- Identity document (of applicant)
- Statement of marks/symbols in last examination
- Proof of registration

Bursary applied for (field of study):

PERSONAL DETAILS OF APPLICANT

Surname:

Full first names:

Gender:

☐ Male

☐ Female

ID number:

| | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|

Address:

Home:

Code:

Postal:

Code:

Telephone number: Home:

Cell:

What is your present state of health?

☐ Good

☐ Fair

☐ Poor

PARTICULARS OF PARENT(S) OR GUARDIAN

NB: Please submit proof of current income (eg latest salary advice or written proof from the employer).

Surname:

Full first names:

Address: Home:

Code:

Postal:

Code:

Telephone number: Home:

Work:

Number of dependents:

SIGNATURE

DATE

QUALIFICATIONS OF APPLICANT

A. SCHOOL EDUCATION

Grade passed: _____ School: _____

Year of matric examination or similar qualification: _____

| SUBJECTS | LEVEL Higher/ Standard/ Lower | Symbols obtained in final examination GRADE | | |
|----------|--|--|----------|---------|
| | | Grade 10 | Grade 11 | Grade12 |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |

(Please attach a statement of the marks/symbols obtained in the last examination).

Do you comply with the requirements for university/technikon admission? ☐ YES ☐ NO

B. TERTIARY EDUCATION (PAST/PRESENT)

1. Name of institution: _____

Degree/diploma for which you are or were registered: _____

Full-time study (state calendar year(s)): _____

Part-time study (state calendar year(s)): _____

SUBJECTS PASSED:

| First year of study | Year | Second year of study | Year | Third year of study | Year | Fourth year of study | Year |
|---------------------|------|----------------------|------|---------------------|------|----------------------|------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

(Please attach a statement of the marks/symbols obtained in the last examination.)

NOTE: Applicants who have already completed university examinations must submit a complete official statement giving percentages or symbols obtained.

Other qualifications or training (give details and state whether it was full-time or part-time study).

2. Bursary obligations

Do you hold a bursary at present?

If so, give details:

Name of bursary:

- Name and address of the institution from which the bursary was obtained:

- Course:

- Year(s) of study:

INTENDED/CURRENT STUDIES

Intended/current field of study:

Duration of course:

Name of educational institution at which you wish to study or are currently studying (university, technikon, etc)

Major subjects:

State special circumstances, if any, that necessitates a bursary:

Have you already applied for admission to the field of study in which you would like a bursary?

REFERENCES

Name, address, telephone number and type of relationship of two persons:

1.

2.

| | |
|-------|-------|
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I hereby declare that all the particulars given are correct; but accept that this application will be declared null and void if my academic record and certificate of conduct from the relevant institution are unsatisfactory. I also declare that if I am awarded a bursary and I accept it, I am prepared to enter into the prescribed agreement with the Municipality.

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF PARENT OR GUARDIAN
(If applicant is younger than 21 years)

DATE