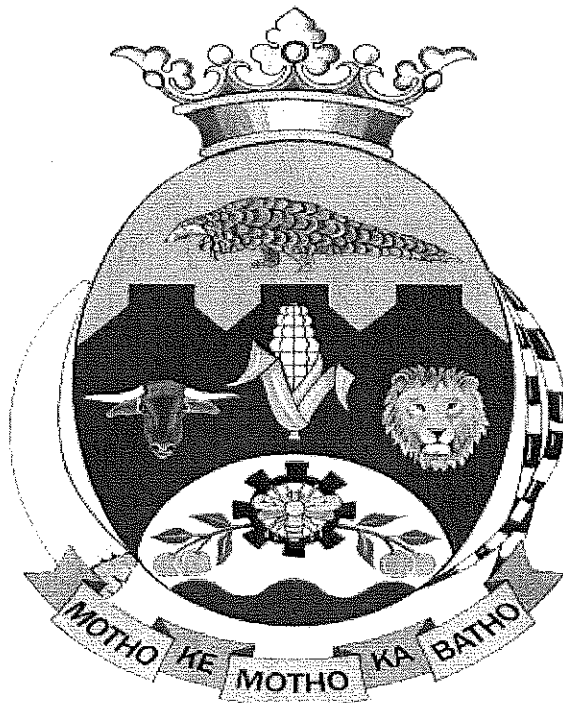


LEPELLE-NKUMPI LOCAL MUNICIPALITY



BURSARY POLICY

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1. PREAMBLE

1.1 LNM (referred hereunder as Council) acknowledges the fact that it is operating in an environment whereby the majority of the human resources requires training. Council also acknowledges the fact that in order to sustain economic development, its human resources must be developed to contribute significantly to the economy.

1.2 Therefore, Council commits itself to address the above-mentioned by encouraging and implementing human resources development interventions. This will be realized by, among others, the granting of bursaries to the qualifying employees and councilors to further their studies and acquire the skills needed to make them competent and efficient at their work.

2. DEFINITIONS

2.1 **LNM** means Lepelle- Nkumpi Municipality.

2.2 **Institution of learning** means a recognized South African University or Technikon or Technical Colleges that offers a tertiary qualification recognized by South African Qualifications Authority.

2.3 **Employee** means a person who works for the council on a permanent basis or on a contract for a certain period.

2.4 **Recognized and Accredited Qualification** means a degree, diploma or certificate course in a field of study determined by Council and recognized in terms of South African Qualification Authority Act (No.58 of 1995).

2.5 **Experiential Learning** means compulsory practical experience required by a recognized learning institution and serves as a prerequisite for a learner to complete a qualification.

2.6 **Bursary** means financial assistance granted to an employee for the purpose of acquiring a recognized qualification.

2.7 **Bursary Holder** means an employee or councilors that receives bursary from Council to pursue his/her studies, in order to acquire a recognized qualification.

3. LEGAL FRAMEWORK

3.1 This policy document shall be read with reference to applicable legislation, which amongst others includes:

3.1.1 Skills Development Act, No.97 of 1998

3.1.2 South African Qualification Authority Act, No 58 of 1995

3.1.3 Higher Education and Training Act, No. 98 of 1998

3.1.4 Employment Equity Act, No 55 of 1998

4. PURPOSE

To regulate the process of granting bursaries to employees and councilors, in order to enable them to acquire academic qualifications from recognized and accredited learning institutions.

5. SCOPE OF APPLICATION

This policy shall apply to all employees who are employed by LNM.

6. OBJECTIVES:

6.1 To provide bursaries to employees and councilors who are willing to further their studies,

6.2 To enable employees and councilors to acquire recognized academic qualifications which are outcome-based.

6.3 To promote culture of learning,

6.4 To improve the employment/promotional prospects of the previously disadvantaged and to redress those disadvantages through training and development

6.5 To increase the level of investment in education and training in the labor market and to improve return on investment.

6.6 To ensure a fully competent workforce who will be able to render professional services to Council and communities.

7. AWARDING OF BURSARIES

Council shall award bursaries to employees guided by the prevailing skills needs of the Council as informed by the skills audit and WSP.

7.1 METHOD OF SELECTION:

7.1.1 The short listing interviewing and awarding of a bursary to a successful applicant shall be facilitated for by the HRD and presided over by the Training Committee, which will recommend to the Municipal Manager.

7.1.2 The bursaries shall be advertised internally - forms are available at the HRD Section. The closing date for applications will be on 31st October of every year for the following year. The short listing shall be conducted during November and successful bursary holders shall be notified on or before 31 December.

7.1.3 The awarding of bursaries shall be guided by the following principles:

- a) Fairness
- b) Merit.
- c) Redress of past imbalances existing in LNM.
- d) Qualifications that contributes to the social and economic needs of LNM.

Note: This will be reviewed annually depending on the needs of LNM.

7.2 AMOUNT OF BURSARY AND MANNER OF PAYMENT

7.2.1 The following expenses shall be covered by the bursary:

- a) Prescribed tuition fees
- b) Prescribed books
- c) Traveling and accommodation (including three meals)

7.2.2 The tuition fee shall be paid to the institution of learning not to the employee.

7.2.3 The money for the prescribed books will be paid directly to the bookshops.

7.2.4 The traveling, accommodation and approved meals allowance will be paid.

7.2.5 The bursary shall be awarded for part time studies only.

7.3 BURSARY AGREEMENT (Copy attached as Annexure A)

7.3.1 An agreement shall be entered into between the bursary holder and Council, which stipulates the terms and conditions thereof.

7.3.2 The bursary holder will submit examination results every year before receiving money for the following year.

7.3.3 The Council can cancel or withdraw the bursary agreement if the academics progress of the bursary holder(s) is unsatisfactory. The bursaries will initially be awarded for a one-year period and any renewals will be subject to the successful completion of a year-end examination. In the event where the Council opts for a renewal, all failed courses will be at the expense of the bursary holder.

8. GENERAL PRINCIPLES

8.1 APPLICABLE TO EMPLOYEES

8.1.1 A bursary-holder cannot change from one field of study to another field without prior approval from Council on such decision, it is within the Council jurisdiction to approve or disapprove such request.

8.1.2 In case the bursary holder dies during the period of study the amount granted would be written off.

8.1.3 In the event of the bursary holder abandoning his/her studies voluntarily, that part of the bursary, which has already been paid out, shall immediately become refundable to Council by the bursary holder.

8.1.4 In the event where the bursary holder successfully completes his/her studies: the bursary holder shall work back the number of years equal to the years he/she has been sponsored for without interruption.

8.1.5 When the bursary holder successfully completes his/her studies but decide to resign, Council will regard such action as breach of contract and the bursary holder shall be required to refund the bursary in full.

8.1.6 A bursary holder who after completion of studies resigns to join another municipality or government department will be exempted from the provisions of (8.1.5) above, Provided that he\she completes the remainder of years that he\she was sponsored for that municipality.

8.2 APPLICABLE TO COUNCILLORS

8.2.1 A bursary-holder cannot change from one field of study to another field without prior approval from Council on such decision, it is within the Council jurisdiction to approve or disapprove such request.

8.2.2 In case the bursary holder dies during the period of study the amount granted would be written off

8.2.3 In the event of the bursary holder abandoning his/her studies voluntarily, that part of the bursary, which has already been paid out, shall immediately become refundable to Council by the bursary holder.

8.2.4 In case a councilor is redeployed the bursary will be upheld until the end of the academic year for which the funds have already been committed.

9. DISPUTE RESOLUTION PROCEDURE

The Training Committee as an Appeal Body shall deal with any dispute arising from the implementation of this policy.

10. POLICY REVIEW

This policy will be reviewed and amended on an annual basis or each time any Act or condition of service or other agreements deem it necessary.

Document Name: BURSARY POLICY

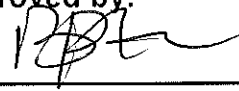
Reviewed on 2017-05-30

Recommended by:


Date: 2017-05-30

S.O MASHIANE (MUNICIPAL MANAGER)

Approved by:


Date: 2017-05-30

B NTSOANE (SPEAKER)

RESOLUTION NUMBER: 7.2.4.05/2016/2017

ANNEXURE A

LNK BURSARY AGREEMENT

Entered into by and between

LEPELLE-NKUMPI MUNICIPALITY

(Hereinafter referred to as "COUNCIL")

Herein represent by _____ in
his/her capacity as _____
duly authorized.

AND

(Hereinafter referred to as "BURSARY HOLDER")

Identity number: _____

WHEREAS the **BURSARY HOLDER** has made an application to **COUNCIL** for a bursary in order to obtain a recognized qualification,

AND WHEREAS the application was approved by **COUNCIL**;

THEREFORE the parties agree as follows:

1. The **BURSARY HOLDER** shall attend the prescribed course of the degree, diploma or certificate, namely _____ at the following learning institution _____ commencing on _____

2. **COUNCIL** grants the **BURSARY HOLDER** a bursary amounting to _____ for tuition
_____ for books
(R _____) per annum for course registered.

3. The full amount of the bursary for that year shall be paid by **COUNCIL** to the institution of learning after the **BURSARY HOLDER** has:
 - 3.1 Furnished **COUNCIL** with proof that he/she is enrolled at the institution referred to in clause 1, to obtain a tertiary recognized qualification.

4. The **BURSARY HOLDER** shall:
 - 4.1 Attend the institution referred to in clause 1 on a part/full time basis with a view to obtain the pursued qualification.
 - 4.2 Furnish **COUNCIL** with a certified copy of all examination results (half year and year end results) within one week after such results have been issued, failing which the **COUNCIL** may at its discretion implement

Clause 9 of this agreement.

5. In the event of the BURSARY HOLDER abandoning his/her studies voluntarily, that part of the bursary which has already been paid out, shall immediately become refundable to COUNCIL by the BURSARY HOLDER.
6. In the event of a BURSARY HOLDER successfully completing his/her studies, fails to remain in the employ of local government or a government department, council will regard such action as breach of contract, and the said BURSARY HOLDER shall refund COUNCIL as liquidated damages the full amount of the bursary granted to him/her, provided that the amount refundable to the COUNCIL shall be reduced in proportion to the period during which the BURSARY HOLDER was in the COUNCIL'S service.
7. In the event of the BURSARY HOLDER successfully completes his/her studies, COUNCIL may provide such a BURSARY HOLDER with employment if a vacancy exist (related to the bursary field of study).
8. COUNCIL shall be entitled to withdraw from this agreement at any time if the BURSARY HOLDER has in the COUNCIL'S opinion, been guilty of misconduct:
Unsatisfactory progress in his/her studies or fails to comply with any provision of the bursary policy, in which case the BURSARY HOLDER shall immediately refund the COUNCIL the full amount which has already been paid by the COUNCIL in respect of the bursary.
9. The COUNCIL may extend the period within which the BURSARY HOLDER has to complete his/her studies as prescribed by the bursary policy in order to enable the BURSARY HOLDER to comply with his/her obligations, provided that under such circumstances the BURSARY HOLDER shall undertake to continue his/her studies at his/her own expense for any period by which his/her period of study is so extended.
10. This bursary agreement is in its entirety subject to the availability of funds in any particular financial year and COUNCIL reserves the right to either suspend or withhold payment in terms hereof for any particular year or to

withdraw from the agreement should funds not be available on condition that the BURSARY HOLDER shall be informed accordingly as timeously as possible.

11. The BURSARY HOLDER acknowledges that he/she is conversant with the contents of the COUNCIL'S bursary policy of which a copy is attached to this agreement and which policy is an integral component of this agreement.

12. The parties choose the following addresses as their domicilium et citandi executandi:

COUNCIL

The Office of the Municipal Manager
170 BA Unit F
LEBOWAKGOMO

BURSARY HOLDER

Thus done and signed in Lebowakgomo on _____
Date

Municipal Manager

Witness

Bursary Holder

Witness