

BURSARY SCHEME FOR THE MEMBERS OF THE COMMUNITY

Item B-HR (25-2006) MC 18/01/2007	HUMAN RESOURCE MANAGEMENT AND DEVELOPMENT: BURSARY SCHEME FOR THE MEMBERS OF THE COMMUNITY
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RESOLVED:

1. **That** the report on the Bursary Scheme for members of the community **BE NOTED**.
2. **That** subject to the amendments as per comments of the Department of Corporate and Legal Services (**Annexure “C”** attached to the report), the Bursary Policy and contract attached as **Annexures “A”** and **“B”** to the report, **BE APPROVED**.
3. **That** the Bursary Policy dated 26 March 2002, under resolution HR 38-2002, **BE RESCINDED**.
4. **That** all the learners who have completed courses that are relevant for Local Government (especially the technical fields) **BE PLACED** on an experiential learning programme in terms of the relevant Experiential Learners and Potential Employees Policy.
5. **That 4** above **BE IMPLEMENTED** with a view of preparing these learners for available positions within the organisation in order to promote the requirements of Joint Initiative on Priority Skills Acquisition (JIPSA), Employment Equity and Job Creation for young people in Ekurhuleni.
6. **That** the possible appointment of learners in line with **5** above **BE EXECUTED** in line with the Labour Relations Act and the internal recruitment and selection procedures.
7. **That** the Executive Director: Human Resource Management & Development **INVESTIGATE** and **REPORT** on the possible partnerships with and placement by business and industry in respect of learnerships and bursaries for further education and training of children and other residents.

“Annexure A, B as received from the Human Resource Management and Development Department after complying with resolution 2.”

ANNEXURE A

POLICY: EKURHULENI COMMUNITY BURSARY SCHEME

1. Purpose

To regulate the process of granting financial assistance to the learners or prospective learners, in order to enable them to acquire academic qualifications from recognized and accredited institutions of learning.

2. Scope of application

This policy shall apply to all learners and/or prospective learners who are or whose parents are permanent residents of Ekurhuleni Metropolitan Municipality.

3. Preamble

The Ekurhuleni Metropolitan Municipality (referred hereunder as Council) acknowledges the fact that it is operating in an environment whereby the majority of the human resources/citizens is underdeveloped. Council also acknowledges the fact that in order to sustain economic development, its human resources must be developed to contribute significantly to the economy.

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 members (learners) of the community of Ekurhuleni.

4. Objectives

- To provide opportunities, for people to develop themselves in order to improve the quality of their own lives and the standard of living of their communities, as well as to further knowledge and skills in areas where there is shortage of skills.
- To ensure that human resource development receives the necessary attention and that opportunities are provided to ensure the development of the communities under its jurisdiction.
- To offer bursaries, in the form of financial assistance, to members of the community to pursue their tertiary education.
- To grant Bursaries primarily to address the skills needs of the community within the availability of funds.
- To provide financial assistance to the needy learners and/or prospective learners who are pursuing their studies at **UNDERGRADUATE LEVEL**,
- To enable learners and/or prospective learners to acquire recognized academic qualifications which are outcome-based,
- To promote culture of learning,

- To improve the employment prospects of the learners and/or prospective learners in the Ekurhuleni region.

5. Definition of terms

Council means:	Ekurhuleni Metropolitan Municipality and includes the Mayoral Committee or any officer employed by the Council, acting by virtue of any power vested in the Council.
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.
Learner means:	A person registered on a full-time basis at the recognized institution of learning.
Prospective Learner means:	A person who is doing matric and will register with the institution of learning after qualifying or a person who has matric but unable to register due to financial incapacity.
Recognized and Accredited Qualification means:	A degree, diploma, certificate course in a field of study determined by Council and recognized in terms of South African Qualification Authority, No.58 of 1995.
Experiential Training means:	Compulsory practical experience required by a recognized tertiary institution and serves as a prerequisite for a learner to complete a tertiary qualification.
Bursary means:	Financial assistance granted to a learner and/or prospective learner for the purpose of acquiring a recognized tertiary qualification.
Resident means:	Citizen who is a ratepayer of the Council and/or a dependent of the ratepayer residing within the borders of Ekurhuleni.
Bursary Holder means:	A learner that receives financial assistance from Council to pursue his/her studies, in order to acquire a recognized tertiary qualification.

6. Legal Framework

This policy document shall be read with reference to the following Legislation:

- Skills Development Act, No.97 of 1998
- Employment Equity Act, No 56 of 1998
- South African Qualification Authority Act, No.58 of 1995
- Higher Education and Training Act, No.98 of 1998
- Municipal Finance Management Act, No 56 of 2003.

7.Provisions of the Community Bursary Policy

7.1 Communication Of Bursary Needs

- (a) The Human Resources Management and Development Department shall determine the skills development needs of the communities within the jurisdiction of Council.
- (b) Based on the identified skills development needs, fields of study that will be funded through the community bursary scheme will be communicated to communities on an annual basis by means of a circular, letters, e-mail, and advertisement in local newspapers. This circular should contain a list of study areas that are essential for the community and are in line with strategic objectives of Council, to serve as guidance for community members on study directions.
- (c) Application forms for the bursary shall be availed and disseminated to the community libraries, clinics, pay points and customer care centres and Ward Councillors in the Ekurhuleni Metropolitan Municipality area during September of each year.

7.2 Criteria For Assessment Of Applications By The Bursary Committee

When assessing applications for the community bursary, the Bursary Committee shall be guided by the following criteria:

- (a) The primary relevance of the field of study and how it relates to the skills needs in the market and the functions performed by Council in order to achieve its objectives.
- (b) The availability of funds. If approved, Council will pay the full amount for tuition, examinations, registration and prescribed study materials.
- (c) The principles of redress and equity, preference to be afforded to youth, women, disabled, indigents.
- (d) Bursaries shall be allocated to residents of Ekurhuleni Metropolitan Municipality.
- (e) Compliance with the minimum requirements for admission as prescribed by the relevant academic institution.
- (f) The period for which a bursary for studies is required must not exceed 4 years
- (g) Bursaries will only be awarded for one specific field of study at a time.
- (h) A bursary holder is not permitted to study for more than one degree or diploma simultaneously on Council expense.
- (i) Proportional representation of candidates per town.
- (j) No bursaries will be granted for post graduate qualifications.

- (k) Bursaries will be awarded to learners who are registered or intending to register for Degrees, Diplomas and programmes that are demanded by the economy to address skills shortage in the country.

7.3 Selection Method

- (a) The short listing of applications, interviewing and awarding of a bursary to successful applicants shall be the responsibility of the Executive Director: HRM & D. The final recommendation by the ED: HRM & D in conjunction with the Bursary Committee.
- (b) The Bursary Committee shall be composed of the following persons:
 1. Representative from the Human Resource Management and Development Department.
 2. Representative from the Health & Social Development Department.
 3. Educationists from the Ekurhuleni Region.
 4. Nominated Councillors.
- (c) The bursaries shall be advertised on local newspapers within Ekurhuleni region the short listing shall be conducted during January of the following year and the successful bursar(s) shall be notified on or before 1 February or before the re-opening of tertiary institutions.

7.4 Application For a Bursary

Applications for a bursary must be done in writing on the prescribed application form. All bursary applications must be accompanied by the following documents:

- (a) Certified copies of the identity document of the applicant.
- (b) The estimated costs per subject for the relevant academic year as provided by the academic institution together with the institution's requirements for the combinations of subjects to obtain the qualification.
- (c) A certified copy of the most recent exam results, and testimonials.
- (d) The certified copy of the identity document of the parent or guardian.
- (e) Parents salary advise or proof of income.
- (f) Account statement of rates and taxes.
- (g) Certified death certificates of parent(s) should parents of applicant be deceased.

7.5 Notification to Applicants

- (a) When the approval for the awarding of a bursary has been received, successful applicants shall be informed before the closure of registration.

7.6 Contractual Arrangements For Bursaries

- (a) The bursary holder will be contractually committed in terms of the prescribed bursary contract.

7.7 Termination of Bursary

- (a) In the event that the bursary holder's academic performance is not satisfactory, the bursary will be terminated.
- (b) In an event that the bursary holder's studies have been paid for by Council and the bursary holder then obtains another bursary, decides to change the course/field of study for which the bursary was awarded the bursary holder will forfeit the bursary and will be required to pay back to Council, on a pro rata basis, the amounts paid by Council.

7.8 Amount of bursary and manner of payment

- (a) The amount determined shall not exceed a maximum of R20 000.00 per student per annum depending on the availability of funds and based on calculations of the amount required by the bursar for other costs referred to in 7.10 (b) below . The amount shall further cover all expenses in clause 7.8 (b) below.
- (b) The following expenses shall be paid to the institution of learning:
 - Prescribed tuition fees
 - Prescribed books
 - Registration
 - Accommodation.
- (c) The bursary shall be awarded for full time studies only.
- (d) The amount shall be paid to the institution of learning upon proof of registration.
- (e) In the case where a bursar turns down a bursary already allocated , the Executive Director , Human Resources Management and Development be authorized to re-channel allocate to other needy students who were not initially considered from the shortlist.

7.9 Budget for Bursaries

- (a) The Human Resources Management and Development Department in conjunction with the Finance Department are responsible for funding of bursaries for the community.
- (b) Bursary allocations will be limited according to the availability of funds.
- (c) The total bursary amount made available as well as the number of bursaries awarded is subject to the approval of the Bursary Committee.

7.10 Pay-Out of Bursary Fees

- (a) The full allocation of registration, tuition and examination fees and prescribed course material will be paid directly to the relevant institution at the beginning of the academic year (January/February) or per semester (June/July) depending on the structure of the course.
- (b) Unused bursary funds shall be paid out to bursary holders to cover costs such as stationery, transport, meals and any other needs based on sufficient proof/motivation provided by the student.
- (c) An undertaking by Council to pay relevant study fees on behalf of the bursary holder will be issued by the Human Resources Management and Development Department to the academic institution on request by the bursary holder/institution for registration purposes.
- (d) Payments will only be made on receipt of original/specified accounts or original proof of payment and motivation/proof referred to in (b) above.
- (e) It is the responsibility of the bursary holder to submit any accounts or proof of payments to the Manager: Education Training and Development for payment thereof.
- (f) Council will not pay late registration/cancellation fees or interest.
- (g) Any subject/course/module not successfully completed must be repeated at the bursary holder's own expense.

7.11 Bursary Agreement.

- (a) An agreement shall be entered into between the bursar (or his/her parent/legal guardian if the bursar is under the age of 18) and Council, which stipulates the terms and conditions thereof.
- (b) The bursary agreement will only be entered once during the first allocation for the duration of the academic period by relevant parties.
- (c) The Council can cancel or withdraw the bursary agreement if the academic progress of the bursary holder(s) is unsatisfactory. The bursaries will be awarded for a one-year period and any renewals will be subject to the successful completion of year end examination. In the event where the Council opts for a renewal, all failed courses will be at the expense of the bursar.

7.12 Extension of Bursary Obligations

- (a) The extension of bursary obligations is subject to the approval of the Bursary Committee. Such requests must be fully motivated by the bursary

holder, supported by the Human Resources Department and submitted in writing to the Bursary Committee. Extension of bursary obligations will have an implication on the calculation of the interest (refer to par. 6.13 below) should breach of contract occur. Each case will be considered on its own merit and the recommendation of the HRM&D will be submitted to the Bursary Committee.

7.13 Waiving Of Bursary Obligations

- (a) Subject to applicable Municipal Laws, the Mayoral Committee or delegated authority may decide whether to waive the whole or any part of study debts.

7.14 Experiential Training

Experiential training shall be dealt with according to the experiential policy .The bursary holders requiring experiential training for the purposes of their qualifications should be afforded a priority for consideration as beneficiaries by the relevant department.

7.15 General Principles

- (a) A student 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.
- (b) In case the bursary holder dies during the period of study when bursary was granted the amount granted will be written off.
- (c) 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, together with interest at the prime rate, calculated from the date of payment by Council of each respect amount.

7.16 Recourse on implementation

Any dispute arising from the implementation of this policy shall be dealt with by the Bursary Committee and Mayoral Committee as an Appeal Body.

ANNEXURE B

EKURHULENI BURSARY AGREEMENT

Entered into by and between:

EKURHULENI METROPOLITAN MUNICIPALITY
(Hereinafter referred to as "**COUNCIL**")

Herein represent by _____ in his/her capacity as
_____ duly authorised thereto by a resolution
of the **COUNCIL** dated

AND

(hereinafter referred to as "**BURSARY HOLDER**")

Identity number _____
assisted by his/her parent / legal guardian (if necessary)

WHEREAS the **BURSARY HOLDER** has made an application to **COUNCIL** for a bursary in order to obtain a recognized tertiary 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 educational institution _____ commencing on _____

2. **COUNCIL** grants the **BURSARY HOLDER** a bursary amounting to _____
_____ (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 a satisfactory medical certificate pertaining to his/ her general health **ONLY** on condition that the anticipated field of study requires pre-medical testing;
 - 3.2 Furnished **COUNCIL** with proof that he/she is enrolled at the institution referred to in clause 1, to obtain a tertiary recognised qualification.
4. The **BURSARY HOLDER** shall:
 - 4.1 Attend the institution referred to in clause 1 on a 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**, together with interest at the prime rate, calculated from the date of payment by **COUNCIL** of each respective amount.
6. In the event that the **BURSARY HOLDER'S** academic performance is not satisfactory, the bursary will be terminated.

In an event that the **BURSARY HOLDER'S** studies have been paid for by Council and the bursary holder then obtains another bursary, decides to change the course/field of study for which the bursary was awarded the bursary holder will forfeit the bursary and will be required to pay back to Council, on a pro rata basis, the amounts paid by **COUNCIL**.
7. **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, together with interest thereon calculated at the prime overdraft rate from the date of making such a payment.

8. 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.
9. 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.
10. 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.
11. 11.1 The parties choose the following addresses as their domicilium et citandi executandi:

11.1.1 **COUNCIL**

The Office of the City Manager,
EGSC Building
Corner Cross & Roses Streets
Germiston

11.1.2 **BURSARY HOLDER:**

Provided that any part shall be entitled to change the abovementioned address to any other address in the Republic of South Africa by giving the other party a written notification.

11.2 All notices in terms of this agreement; shall be in writing and shall either be delivered by hand or sent by prepaid registered post to the address in 11.1;

11.3 All notices in terms of this agreement deemed to have been received on the date of delivery if delivered by hand or unless the contrary is proved, on the seventh business day after posting, if sent by prepaid registered post.

12. JURISDICTION

For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the magistrate's court for the district of (state) being a court otherwise competent and with jurisdiction over the person of the parties in that each of them resides, carries on business, or is employed within its area of jurisdiction, notwithstanding that each such proceeding are otherwise beyond its jurisdiction. This Clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate' Courts Act 32 of 1944 or any amendment thereof provided that the **COUNCIL** shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the magistrate's court.

Signed by the **BURSARY HOLDER** at _____ on

BURSARY HOLDER

WITNESS

WITNESS

I, _____ parent/legal guardian of
_____ (**BURSARY HOLDER**) hereby agree

and undertake to ensure that the **BURSARY HOLDER** will meet his/her obligations in terms of this agreement, failing which the **COUNCIL** may seek redress from myself in whole or to the extent applicable and I hereby agree and undertake to meet such obligations myself in such event.

Signed by Parent / Legal Guardian _____ at _____
on _____ 200_

Signed on behalf of Council by the Executive Director: HRM & D at
_____ on _____

EXECUTIVE DIRECTOR: HRM&D

WITNESS

WITNESS