



BURSARY POLICY

Policy: Bursary	Effective Date: 04/12/2009
Approved: 04/12/2009	Review Date: 04/12/2012

Notwithstanding the review date herein, this policy shall remain effective until such time approved otherwise by Council and may be reviewed on an earlier date if necessary.

1. SCOPE

This policy applies to all employees of FDDM.

2. DEFINITION OF BURSARY

A bursary is given to an employee when a specific course of study is considered by the FDDM to be beneficial to the employee's career development plan. Studies are subject to provisions of this policy fully paid for by the FDDM.

3. OBJECTIVES

- 3.1 To encourage career development of employees through further education.
- 3.2 To encourage self-development activities provided that they are along the lines regarded as beneficial to the FDDM by management.
- 3.3 To provide financial assistance to employees who wish to improve themselves through formal courses of study.

4. PRINCIPLES

- 4.1 A bursary will only be granted after a development discussion between the employee and his/her Manager.
- 4.2 The Municipal Manager must approve a bursary.
- 4.3 A bursary can only be given for a qualification and institution considered by the FDDM as registered-with relevant higher, further education and qualification authorities.
- 4.4 A bursary can only be given for a qualification considered by the FDDM to be applicable to both the FDDM's interests as well as the employee's development.
- 4.5 A bursary will only be granted for a minimum period of a one year course up to courses that run for four years. Any courses for shorter period than a year, those training needs identified should be addressed through skills development training programmes.
- 4.6 Employees will qualify for one bursary per course of study. There will not be simultaneous bursary payments (employees will have to successfully complete a course before applying for new bursary).
- 4.7 Financial assistance will cover:
 - 4.7.1 Tuition fees.
 - 4.7.2 Books for registered courses in the bursary year.
 - 4.7.3 Registration fees.
 - 4.7.4 Examination fees.

4.7.5 Residents/**Accommodation fees for a maximum of six contact sessions per year** are applicable where the institution of education is outside the area of jurisdiction of Fezile Dabi District Municipality. In the case where the relevant institution of education is outside the area of jurisdiction of the FDDM, such institution should be at least 100km away from the area of jurisdiction of the FDDM.

- 4.8 An employee who has been granted a Bursary must sign an agreement with the FDDM stating that he/she will remain in the FDDM's employment for a period of one year after successful completion of the course provided the total cost does not exceed R10 000.00. If the cost exceeds R10 000.00 and up to R14 999.00, then the employee is to remain in their employment for one and a half (1½) years. If the cost exceeds R15 000.00 then the employee is obliged to remain in the employment of the FDDM for two (2) years.
- 4.9 In the event the employee leaves the FDDM's employ before the expiry of the agreed period, the employee must pay back an amount in proportion to the unexpired remainder of the period. The employee must sign a bursary agreement prior to disbursements of a bursary in terms of this policy.
- 4.10 If an employee fails one or more courses, or cancel studies, he/she will either:
- 4.10.1 Repeat the course at his/her own expense **including costs for residence/ accommodation** or
 - 4.10.2 Refund the bursary to the FDDM if he/she is unable to complete the course, the repayment period is limited to the duration of the course at the time of cancellation; or
 - 4.10.3 Continue with the course at his / her own expense.

5. STUDY LEAVE FOR AN EMPLOYEE

- 5.1 Subject to the existing Study Leave Policy the FDDM will grant the employee bursary recipient study leave for attendance or projects that must be complied with as part of the course.
- 5.2 A total of two days per examination will be granted. One day will be for preparation and the second day will be for writing the examination.

6. INTERNAL BURSARY SCHEME FOR CHILDREN OF EMPLOYEES

6.1 OBJECTIVES

To render financial assistance to employees of the FDDM in order to enable their children to equip themselves academically for a working career.

6.2 WHO QUALIFIES FOR A BURSARY?

Study bursaries are granted to children and/or legally adopted children of permanent employees who are members of a Pension/Provident Fund, required by the FDDM, whose spouses are not entitled to the same benefit from their respective employer.

6.3 VALUE OF BURSARY

Subject to the provisions of paragraph 4.7 the amount of the bursary is linked to the actual costs of tuition, accommodation (where the child's residence is at least 20km away from the relevant educational institution and a maximum of **R24 000.00** is payable), prescribed books and registration fees of the specific course with the submission of conclusive documentation.

6.4 **CONDITIONS**

- 6.4.1 The bursary holder may pursue any course on a full-time basis at any registered higher educational institution that is approved by the FDDM.
- 6.4.2 The bursary is granted free of charge, but should the bursary holder fail to comply with the conditions as laid down, the bursary amount must be repaid in accordance with the terms of paragraph 6.5.3.
- 6.4.3 Bursaries are limited to a course with a University of Technology, university or another tertiary educational institution within the Republic of South Africa, as approved by the FDDM, with a curriculum not exceeding 5 years for an undergraduate qualification, provided that FDDM may also consider on merit, a field of study that does exceeds 5 years.
- 6.4.4 The FDDM's interest must be noted with the Pension/Provident Fund as security.
- 6.4.5 The relevant bursary agreement must be duly signed prior to disbursement of a bursary.

6.5 **LIABILITIES OF BURSARY HOLDER**

- 6.5.1 The bursary holder is obliged to provide the FDDM with a copy of his year-end exam results within one month of receipt of such notice.
- 6.5.2 Should a bursary holder fail a subject or subjects in any year of study, but wishes to continue with the course, he shall be liable for

payment of the cost of such subject(s): on condition further that should he decide to pursue other subjects in the place of those failed, such fees shall also be for his own account.

- 6.5.3 Should a bursary holder terminate or suspend his/her studies of his/her own volition or is suspended due to misconduct or is for whatever reason unable to continue with his/her studies, the bursary holder shall inform the FDDM of such an event within one month and the bursary shall become repayable within 12 months with the condition further that the FDDM may extend the repayment period on merit.
- 6.5.4 Should the Employee (father, mother or legal guardian) leave the employ of the FDDM (excluding on retirement with pension or as a result of permanent disability or death) before the completion of the relevant bursary holder's studies, the bursary shall lapse in as far as it concerns the balance of the period for which the bursary was approved.
- 6.5.5 In the event of the death of the bursary holder before completion of his/her studies the bursary shall lapse.
- 6.5.6 Should a student wish to change his/her field of study, the FDDM's approval must first be obtained. Should such a change lead to the extension of the period of study, the cost of the additional period shall be for his / her own account.
- 6.5.7 The FDDM reserves the prerogative to compel a bursary holder to take up duties with the FDDM after completion of his/her studies for at least half of the period for which a bursary was paid to him/her.

AUTHORITY

Formulation Policy	:	Director Corporate Services
Authorisation Policy	:	Council
Ownership & Maintenance Manager	:	Deputy Director: Corporate Services

ANNEXURE

INTERNAL BURSARY SCHEME FOR CHILDREN OF EMPLOYEES

MEMORANDUM OF AGREEMENT

Entered into by and between

FEZILE DABI DISTRICT FDDM

(hereinafter referred to as “the FDDM”)

herein represented by _____ in his capacity as
Municipal Manager duly assigned thereto in terms of **delegation of powers.**

and

(hereinafter referred to as “the Employee”)

and

(hereinafter referred to as “the Student”)

supported by and with the approval of his/her legal guardian
resident at

WHEREAS the Employee had applied for participation in the FDDM’s Internal Bursary Scheme for Children of Employees in order to enable the Student to obtain the qualification

(specify) (hereinafter referred to as “the Course”) over a period of _____
years at the _____(specify); and

WHEREAS the Employee’s application has been approved subject to certain conditions;
and

WHEREAS the Employee and the FDDM are in agreement regarding the terms and conditions in respect of the granting of such bursary.

THEREFORE THE PARTIES NOW AGREE AS FOLLOWS:

1. The FDDM herewith grants a bursary to the Employee with effect from the _____ academic year.
2. The amount of the bursary is equivalent to the actual costs of tuition and registration fees and is payable on submission of the necessary corroboratory documentation as required by FDDM and is at all times subject to the availability of funds and the FDDM provides no guarantees that further amounts for the remaining academic years will be granted to the Employee in respect of the student for the course concerned.
3. The Employee herewith commits to paper that the Student is his/her biological and/or legally adopted child.
4. The Employee undertakes to enroll the student as a full-time student with effect from the _____ academic year and each subsequent year for the duration of the Course in order to undergo tuition for the _____ Course within the period of _____ or longer period, as the FDDM may allow.
5. The Employee undertakes to forthwith submit written proof of the enrolment of the Student for the course, to the FDDM.
6. The bursary is granted to the Employee free of charge, subject thereto:
 - 6.1 that the FDDM's interests as contained herein, are listed with the Employee's Pension/Provident Fund;
 - 6.2 that the Employee submits to the FDDM a copy of the Student's semester and year-end exam results within one month after publication thereof;

- 6.3 that should the Student fail a subject/subjects during any year of study and wish to continue with the course, the Student shall be responsible for the cost of the repeated subject(s): provided that if the Student decides to pursue new subjects in place of those he had failed, the cost of such subjects shall be for his/her own account.
- 6.4 if the Student should terminate his/her studies at his/her own volition or is suspended as a result of misconduct or is for whatever reason unable to continue his/her studies, the Student shall inform the FDDM of such an occurrence within one month thereof. The total amount of the bursary shall then be repaid to the FDDM within 12 months and the Employee herewith thus authorises the FDDM to deduct the bursary amount from his/her salary in equal monthly installments.
- 6.5 that, in the event of the Employee leaving the FDDM's employ (excluding on retirement with pension, permanent disability or death) before the Student had completed his/her studies, the bursary shall lapse in as far as the remaining period for which the bursary was approved is concerned;
- 6.6 that the bursary shall lapse if a student dies before completion of his/her course;
- 6.7 that, should the Student wish to alter his/her field of study in any year during the period for which the bursary had been granted, he/she shall first obtain FDDM's approval: provided that if the change leads to the extension of the study period, the costs for the additional study term shall be for the students own account;
- 6.8 that the FDDM may demand that, after completion of his/her studies, the Student takes up a position in FDDM's employ for a period equal to half of the period for which the bursary had been granted to him/her, on a salary scale applicable to the position at the date of his/her appointment: provided that the relevant service period may not coincide with any other period of service owing to any other organisation or in terms of a contract with the FDDM;

- 6.9 that the FDDM may at any time at its own explicit discretion defer or suspend the bursary if the Student fails to make satisfactory progress and the FDDM may in this respect request the necessary progress reports from the institution concerned; and
- 6.10 that the FDDM may, without notice, suspend the bursary if the Student or the Employee fails to honour any of the terms of this agreement in which case the terms of clause 6.4 and 8 is mutatis mutandis applicable.
7. The Student and Employee further record that they are fully conversant with the terms of FDDM's Internal Bursary Scheme for Children of Employees as approved by FDDM, that forms part of this agreement and of which a copy is herewith attached and that this agreement shall at all times be read together with the relevant scheme.
8. It is an explicit condition of this agreement that if an Employee should resign from FDDM's employ or is dismissed while already having made a repayment commitment to FDDM in respect of the amount of the bursary, the amount shall immediately become repayable to FDDM and the Employee herewith authorises the FDDM irrevocably to set-off any amounts owing to the Employee by the FDDM, against the amount of the bursary: Provided that in the event of the aforesaid funds being insufficient to redeem the outstanding amount, the FDDM may request the Employee's Pension Fund to pay over an amount equal to the outstanding bursary amount, to FDDM.
9. Nothing contained in this agreement makes any encroachment on any other legal resources at FDDM's disposal in order to recover debts incurred by reason of this agreement, from the Student or the Employee.

10. The Employee and Student elect as their domicilium citandi et executandi for the purposes of this agreement the under-mentioned residential address:

11. The Employee and Student both agree on date of entering into this agreement, to the jurisdiction of the Magistrate Court in respect of any action or lawsuit that may arise hence from this agreement, the cancellation thereof or any concomitant circumstances.
12. It is recorded that the words "the total bursary amount" in clause 6.4 and 8 herein, means the accumulated amount that is granted annually as from the _____ academic year in terms of this agreement to the Employee, minus any amount already repaid to the FDDM by the Employee, in this regard.

DULY CONTRACTED AND SIGNED ON BEHALF OF THE FDDM AT SASOLBURG ON
THIS _____ DAY OF _____ IN THE PRESENCE OF THE
UNDERSIGNED WITNESSES:

WITNESSES:

1. _____

2. _____

ON BEHALF OF THE FDDM

DULY CONTRACTED AND SIGNED BY THE STUDENT AT SASOLBURG ON THIS _____ DAY OF _____ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES:

1. _____

2. _____

STUDENT

(Supported by Parent/Legal
Guardian)

I, the undersigned _____

declare and confirm herewith that I am the parent/legal guardian of _____

and that I agree thereto unconditionally that the above agreement be entered into by him/her and that I have supported him/her in the conclusion of the agreement in question.

AS WITNESSES:

1. _____

2. _____

PARENT/LEGAL GUARDIAN

DULY CONTRACTED AND SIGNED BY THE EMPLOYEE AT SASOLBURG ON THIS
_____ DAY OF _____ IN THE PRESENCE OF
THE UNDERSIGNED WITNESSES:

AS WITNESSES:

1. _____

2. _____

EMPLOYEE

