



Dr. Beyers Naudé
MUNICIPALITY | MUNISIPALITEIT | UMASIPALA
Local Government Development

STUDY ASSISTANCE POLICY

DEVELOPED : AUGUST 2020	TO BE REVISED : JULY 2023	RESPONSIBLE ADMINISTRATION UNIT :
ADOPTED : EXCO – 076.2/20 COUN-011.2/2020 12 NOVEMBER 2020		HUMAN RESOURCES

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1. Purpose

The purpose of this policy is to provide a support mechanism for Council employees who undertake undergraduate and post graduate courses that are relevant to their current departmental / divisional work at the Council.

2. Scope

This policy covers all employees both contracted and permanent.

This policy applies to all courses that are undertaken at institutions of Higher Learning that are registered with the Department of Education and whose courses are NQF and SAQA aligned.

The policy is not retrospective that is, unless an agreement to support a study programme is already in place, employees pursuing courses of study at their own expense are not eligible for retrospective support.

3. Policy

3.1 Guiding principle

- Study Aid is a discretionary investment on the part of Council. It is not an employee entitlement.
- By assisting an employee who undertakes further study, Council can invest in the further development of their skills and knowledge, so that they are better able to contribute to the goals of the Council.
- This investment supports the Council's broader strategy of upgrading its qualification profile as entrenched in its Skills Development Policy. Council benefits as an employer from improving the qualifications of its employees. For this reason, accredited providers offering courses should seek to minimize their fees to cost recovery level for employees undertaking an approved course.

4. General Conditions

The level of study aid is based on the relevance of the course to the applicant's current or future work at Council e.g. a typist studying towards a qualification as an Archives Clerk or Administration Officer, and on a balanced assessment of competing demands to invest available funds in other employees or in other forms of training and development. This assessment is made by the Municipal Manager as a Chief Accounting Officer of Council with recommendation from the departmental head and the Human Resources unit with the level of support being for tuition amount including registration and costs of examination fees, being quoted by the applicant.

Any commitment by Council to assist a study programme is granted on an annual basis only. Each year the annual commitment of support is then renewed or discontinued in the light of the following guidelines:

(a) Relevance

Employees seeking assistance should base their proposals on the relevancy of the study programme to their personal development plan, work program or

performance plan, and also by referring to the objectives of their work area and Council strategy.

(b) Authority

The decision to support an employee undertaking a course is made by the Municipal Manager or his appointed / designated person with recommendations from the Training Committee (TC), the departmental head shall submit a motivation as a supporting document to the employee's study assistance application on whether the employee's application should be approved or not.

The Training Committee's responsibility is to assess and evaluate the application forms and recommend to the Municipal Manager, who then makes a final decision.

(c) Criteria

The Training Committee considers two main criteria in deciding whether to assist an employee:

- ◆ Whether the course is relevant to the employee's current or future role at the Council (and therefore would benefit the Council as well as the employee as for example in point 4)
- ◆ Whether this is a suitable form of investment in employee development considering the funds available, the needs of the other employees in the group, and other available forms of training and education.

(d) Review

Once a decision is made to assist an employee, the decision is reviewed annually using the above criteria, and also taking into account satisfactory progress in the course at the end of each year or semester. Where the first semester is not satisfactorily completed, the commitment to assist may be suspended and the employee shall reimburse Council for the funds granted.

Each year the decision to continue or discontinue assistance should be made well in advance of the commencement of the course, so that, if the support is discontinued, employees can decide whether to pay their own fees and complete the course.

5. Guidelines for financial support mechanism

The study aid grant covers tuition up to 100% including registration and the costs of examination fees quoted by the employee. All other associated costs are for the employee's own costs. The associated study equipment becomes employee's property upon completion of a study programme.

6. Level of financial aid

- For external undergraduate and post graduate courses, DBNLM can provide study assistance and books for any agreed amount up to 100% of the "up front" tuition fee payment as per institutional quotations directly to the approved Institution.
- This amount is deductible from the employee's salary in equal installments up to and including his / her examination date for the current year or semester at no interest charge.
- Only on production of an authentic statement of results will DBNLM re-imburse the employee the full amount or part thereof, depending on the number of courses successfully completed.
- Where studies or part thereof are not successfully completed, DBNLM will review its decision to continue assisting the employee or totally withdrawing its financial assistance thereto.
- Failure to produce any form of document showing successful completion of current studies or subjects automatically removes an employee from the programme until he/she produces results with explanation.
- For all internal short-courses, DBNLM will provide funding through provision in the Workplace Skills Plan.
- DBNLM may source and apply for employee participation in various structured courses which SALGA (South African Local Government Association) provides through its Official and Councilor Capacity building and development programmes.
- DBNLM may also, in addition, subject or expose employees to programmes (which are academically relevant) sponsored and identified by foreign donors and institutions with which it has entered into partnership.

7. Employee obligations

- All employees under the DBNLM study assistant programme shall abide by all regulations of the study programme.
- Employees on submission and renewal of study assistant applications each year are required to produce proof of admission from an accredited institution detailing the courses admitted to, duration, estimated costs, etc.
- Registered and Council approved institutions include, but are not limited to local, provincial and national universities, colleges and technical schools.
- Employees on the study assistance programme shall be obliged upon completion of the assistance period, to remain in the employ of DBNLM for a period of two years depending on the duration of the study assistance (calculated from 1 January following the year in which the assistance period was completed). This will be subject to the nature of the employment agreement/expiry of the term of office of an employee who is on a contract with DBNLM.

- All contractual employees who require study assistance in their final year of contract would have no obligation to serve DBNLM for an additional year unless DBNLM decides to extend their contracts, but would have the amount of the assistance deducted over a calculated period of their contract.
- In cases where a contractual or permanently employed person's services are terminated with immediate effect, monies are recovered immediately from the employee's available source of income.

8. Study Leave

- Study leave approval is subject to the same general principles and conditions as financial support.
- All study leave applications for examinations must be accompanied by an authentic examination time table from the relevant institution
- Options to be negotiated above the normal study leave entitlement as per DBNLM rules and regulations could include leave with pay, leave without pay or a mixture of these.
- There will be no study leave granted for employees writing class tests, failed or supplementary examinations. Employees are encouraged to use their annual or unpaid leave to cover such days.
- Accordingly study leave applications and proposals should be discussed by staff with their managers as part of their annual work plan or programme
- Leave applications should be submitted on the DBNLM's normal approved application form where the Manager / Supervisor recommends and the Head of Department approves.
- The main aim of the policy, study in relation to combining work and study commitments is that managers and employees negotiate clear, workable, and affordable arrangements from which both the Council and its employees will benefit.
- All employees on the study assistance programme are required to complete and have approved Special leave applications for examinations on the DBNLM application form stipulating the days of examinations, venues and times.

PROCEDURE FOR THE MANAGEMENT OF THE STUDY ASSISTANCE PROGRAMME

NO	RESPONSIBILITY	ACTION
1	EMPLOYEE	<ul style="list-style-type: none"> ◆ Employee shows interest in applying for study assistance and approaches Human Resources division (Skills Development Facilitator). ◆ Must produce proof of registration with approved courses or subjects, institution, estimated costs, and duration recommended by Head of Department
2	DELEGATED AUTHORITY	<ul style="list-style-type: none"> ◆ The Head of Department determines whether study aid will be approved and to what level, based on study assistance rules and regulations. ◆ A signed study assistance application is then sent to the Human Resources (Skills Development Facilitator) with all relevant documentation for information processing and verifications. ◆ The SDF also advises the employee on alternative and progressive study programme available on the market and effective study methodologies. ◆ The application form then is sent to the Municipal Manager for final approval and processing of payments directly to the institution.
3	MUNICIPAL MANAGER	<ul style="list-style-type: none"> ◆ The Municipal Manager thereafter approves the application for study assistance, issues instructions to Finance department to process payment for the value of the approved amount in the name of the institution for which approval was granted, and also instructs same to institute deductions for the study period. ◆ This payment is directly deposited into the institution's bank account.
4	EMPLOYEE	<ul style="list-style-type: none"> ◆ For administration and accounting reasons, the Employee enrolls like any other student at the Institution and DBNLM is not involved except in providing and deducting funds until the course is successfully completed, documents provided and reimbursement is effected.
5	HUMAN RESOURCES (SDF)	<ul style="list-style-type: none"> ◆ The Skills Development Facilitator opens up a file for individual employee where data is collected on study assistance, progress and other information. ◆ The SDF liaises with the employee regarding all matters relating to the employee's studies. This does not put any obligation on the SDF to run the employee's study activities. The employee himself / herself should ensure that all relevant information, quotes and paperwork is completed on time and the

		<p>institution admission dates are adhered to.</p> <ul style="list-style-type: none"> ◆ Study leave applications are dealt with at departmental level by the employee and his departmental head and sent to the Human Resources Officer (Benefits) and thereafter to the Salaries section for further processing.
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STUDY ASSISTANCE AGREEMENT

ENTERED INTO BY AND BETWEEN

DR BEYERS NAUDÉ LOCAL MUNICIPALITY

(Hereinafter referred to as the MUNICIPALITY)

AND

1. EMPLOYEE'S DETAILS

MR/MRS/MISS: _____

ID NUMBER: _____

RESIDING AT: _____

PERSONNEL NUMBER: _____

DEPARTMENT: _____

DIVISION: _____

(Hereinafter referred to as the EMPLOYEE)

BACKGROUND

- 2.1 The **EMPLOYEE** is studying part time towards the qualification of
 (“The **QUALIFICATION**”)
 at..... (“The **INSTITUTION**”).
- 2.2 **DR BEYERS NAUDÉ** agrees to assist the **EMPLOYEE** financially for
 the period
 to20

(**ASSISTANCE PERIOD**) to meet associated costs with the **EMPLOYEE** attaining the **QUALIFICATION**, on the terms set out in this Agreement, which costs may be adjusted from time to time with the approval of the Municipal Manager of Dr Beyers Naudé Local Municipality.

3. STUDY ASSISTANCE

- 3.1 **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** undertakes at the commencement of the **ASSISTANCE PERIOD**, to pay on behalf of the **EMPLOYEE** the costs associated with the tuition fees and prescribed books, which **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** in its sole discretion considers reasonably necessary for the propose of passing the subjects required for the **QUALIFICATION** during the **ASSISTANCE PERIOD**.
- 3.2 **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** will effect payment direct to the **INSTITUTION**, and to the supplier of the costs referred to in 3.1, and will simultaneously debit the **EMPLOYEE** with such costs.
- 3.3 The **EMPLOYEE** authorizes **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** to deduct from the **EMPLOYEE**'s remuneration, the costs paid on behalf of the **EMPLOYEE**. In terms of paragraph 3.2, by way of twelve separate monthly (1/12th) or six separate monthly (1/6th) installments. Each installment shall be equivalent to 1/12 of the total estimated costs to be incurred during the **ASSISTANCE PERIOD**. The necessary adjustments to the installments may be made from time to time by **DR BEYERS NAUDÉ LOCAL MUNICIPALITY**, upon written notice to the **EMPLOYEE**, to conform to actual costs disbursed.
- 3.4 **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** undertakes, in the event of the **EMPLOYEE** successfully completing the subjects / courses during the subject the **ASSISTANCE PERIOD**, to reimburse the **EMPLOYEE** the full value of the costs deducted by **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** from the **EMPLOYEE**'s remuneration, and which relate to each subject/course successfully completed.
- 3.5 Subjects to its discretion referred to in paragraph 2.2 above, **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** shall pay the costs referred to in paragraph 3.1 above the **INSTITUTION** or supplier as the case may be, against

presentation by the **EMPLOYEE** to **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** of the invoice relating to such costs.

4. ADMINISTRATIVE ARRANGEMENTS

4.1 The **EMPLOYEE** shall be obliged during the **ASSISTANCE PERIOD** to provide **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** with copies of all reports issued by the **INSTITUTION** in respect of examination results or courses undertaken by the **EMPLOYEE** during the **ASSISTANCE PERIOD**.

4.2 The **EMPLOYEE** shall be solely responsible for all administrative arrangements in connection with the payment of tuition fees and or study equipment.

5. TERMINATION

5.1 Termination on notice

5.1.1 **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** shall be entitled at any time during the **ASSISTANCE PERIOD**, to cancel in whole or part, any financial assistance rendered to the **EMPLOYEE** in terms of Agreement upon 60 (**SIXTY**) days written notice.

(a) Should **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** in its sole discretion considers that the **EMPLOYEE** has failed to apply himself / herself diligently to his / her studies; or

(b) In the event of the **EMPLOYEE** failing to comply with his/her obligations in terms of this Agreement.

5.2 Summary Termination

5.2.1 **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** shall be entitled at any time during the **ASSISTANCE PERIOD**, to cancel in whole or in part, any financial assistance rendered to the **EMPLOYEE** in terms of this Agreement, forthwith and without notice:

(a) In the event of the **EMPLOYEE's** expulsion from the **QUALIFICATION** course or

(b) In the event of the **EMPLOYEE** discontinuing his/her studies for the **QUALIFICATION** for any reason whatsoever, or withdrawing from the **QUALIFICATION** course.

5.2.2 The Agreement shall terminate automatically in the event of the **EMPLOYEE** dying during the **ASSISTANCE PERIOD** or his/her services being terminated for operational requirements.

6. OBLIGATIONS OF THE EMPLOYEE

- In consideration for the assistance rendered by **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** to the **EMPLOYEE** in terms of this Agreement, the **EMPLOYEE** shall be obliged, upon completion of the **ASSISTANCE PERIOD**, to remain in the employ of **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** for a period of two years depending on the duration of the study assistance calculated from January following the year in which the **ASSISTANCE PERIOD** was completed, or from such alternative date as may be agreed by parties. This arrangement is applicable to all **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** employees including those whose employment contracts exceed twelve months period. All contractual employed people would have their deductions structured in terms based to the end of their contract and thereafter would not bear any obligation towards **DBNLM** except in cases where **DBNLM** resolves to extend or renew their contracts.

7. REPAYMENT OF AID ON TERMINATION

- 7.1 All monies disbursed or paid by **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** in terms of the paragraph 3.1 above shall become immediately due and payable by the **EMPLOYEE** to **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** where:
- 7.1.1 The financial assistance rendered to the **EMPLOYEE** is cancelled in whole by **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** in terms of paragraph 5,
- 7.1.2 The **EMPLOYEE** fails to remain in the employ of **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** as provided for in paragraph 6
- 7.1.3 The **EMPLOYEE's** employment is terminated for any reason whatsoever during the period referred to in paragraph 6, above and whether at the instance of the **EMPLOYEE** or **DR BEYERS NAUDÉ LOCAL MUNICIPALITY**; provided that where the **EMPLOYEE** leaves the employ of **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** in terms of paragraph 7.1.2 and 7.1.3 above, the monies repayable in terms of this paragraph shall be reduced by 1/12 (One Twelfth) for each month the **EMPLOYEE** remained in the employ of **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** during the period referred to in paragraph 6.
- 7.2 The **EMPLOYEE** authorizes **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** to deduct from his/her remuneration, any liability which may arrive in terms of this clause.

8. GENERAL

- 8.1 The **EMPLOYEE** acknowledges that the studies towards the **QUALIFICATION** will be completed after normal office hours as contemplated in the Service Agreement between **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** and the **EMPLOYEE**.
- 8.2 The **EMPLOYEE** shall be entitled to such a leave as provided for in the **DR BEYERS NAUDÉ LOCAL MUNICIPALITY's** leave regulations and policies to attend examinations. Leave shall be granted in accordance with **DR BEYERS NAUDÉ LOCAL MUNICIPALITY's** leave regulations and policies on presentation by the **EMPLOYEE** of the examination timetable.

8.3 This Agreement constitutes the entire Contract between the parties and any variations, additions, or alterations to this Agreement shall not be valid or binding unless recorded in writing and signed by the parties.

8.4 Failure by **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** to enforce compliance with any of the provisions of this Agreement, or the waiver thereof by **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** on any occasion, shall not prevent **DR BEYERS NAUDÉ LOCAL MUNICIPALITY** from enforcing such condition on any future occasion and shall not be deemed to be a waiver of **DR BEYERS NAUDÉ LOCAL MUNICIPALITY**'s.

SIGNED AT.....ON.....THIS.....DAY OF..... 202

.....
(APPLICANT)

AS WITNESSES:

1.....

2.....

SIGNED AT.....ON.....THIS.....DAY OF..... 2021

.....

**FOR AND ON BEHALF OF MUNICIPAL MANAGER REPRESENTING
DR BEYERS NAUDÉ LOCAL MUNICIPALITY**

No:

STUDY ASSISTANCE SCHEME APPLICATION FORM

INSTRUCTIONS

1. Complete in triplicate and send to Human Resources Branch
 2. Attach official copy of previous academic year's exam results
 3. Please attach all other supporting documentation
- A: Undertaking In terms of the Municipality's Study Assistance Scheme

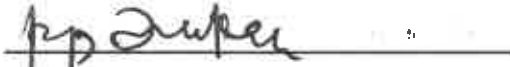
-
1. Name of applicant.....
 2. ID No.....
 3. Resident.....
 4. Designation.....
 5. Department.....

B. Course Information

1. Name of institution where intending to register
.....
2. Name of Degree/Diploma/Certificate
.....
3. Academic Year.....
4. Number of years for which study assistance for this course has been
Received.
5. SUBJECTS/VAKKE

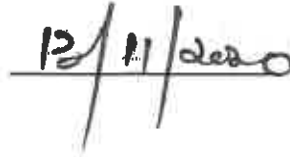
Subjects	Codes	Cost
5.1.....
5.2.....		
5.3.....
5.4.....		

Approved by:



**DR E M RANKWANA
MUNICIPAL MANAGER**

DATE



**DIRECTOR CORPORATE SERVICES
DR BEYERS NAUDE LOCAL MUNICIPALITY**

3 1 NOV 2020

**DIREKTEUR KORPORATIEWEDIENSTE
DR BEYERS NAUDE PLAASLIKE MUNISIPALITEIT**