

**DEPARTMENT OF SOCIAL DEVELOPMENT
KWAZULU NATAL**

POLICY ON EXPERIENTIAL TRAINING

TABLE OF CONTENTS

1.	Introduction	2
2.	Purpose	2
3.	Objectives	2
4.	Scope of applicability	2
5.	Legislative Framework	3
6.	Definitions, abbreviations and acronyms	3 - 4
7.	Principles	4 - 5
8.	Requirements of experiential training	5
9.	Roles and responsibilities	5 - 7
10.	Conditions for experiential training	7 - 9
11.	Funding and compensation	9
12.	Monitoring, evaluation and review	9
13.	Effective date	9
14.	Title of the policy	9
15.	Policy approval	9
	Experiential training agreement and indemnification form: (Annexure "A")	10 -15

1. INTRODUCTION

Experiential training is one of the avenues through which the workplace can be used as an educational resource, where students are given an opportunity to gain practical experience in the workplace whilst enhancing their productivity potential. It is anticipated that learners will become more productive in their jobs at an accelerated pace if they are able to learn through application of their knowledge in the context of the workplace.

Therefore the department represents an environment for providing opportunities for learners to gain practical experience and become more productive as future employees in the economy.

2. PURPOSE

The purpose of the policy on experiential training is to standardise procedures to be followed when accepting students for experiential training.

3. OBJECTIVES

The objectives of the policy on experiential training are:

- 3.1 To give students practical exposure with a view of enhancing their employability without creating any expectations of employment within the department;
- 3.2 To increase knowledge, enhance skills and provide attitude required by students from tertiary institutions so that they are empowered to serve any department, other institutions as well as their communities;
- 3.3 To expose students to practical work experience, discipline and realities of the Public Service;
- 3.4 To provide measures on experiential training programme while emphasizing the need for a training environment that is conducive to life-long learning; and

4. SCOPE OF APPLICABILITY

The policy on experiential training is applicable to all employees of the Department of Social Development and to students from recognized tertiary institutions.

5. LEGISLATIVE FRAMEWORK

- 5.1 White Paper on Human Resources Management in the Public Service;
- 5.2 Human Resources Development Strategy for the Public Service;
- 5.3 Skills Development Act, 1998 (Act No.97 of 1998), as amended;
- 5.4 National Skills Development Strategy for South Africa;
- 5.5 Public Service Regulations, 2001(Government notice No. R1 of 2001), as amended;
- 5.6 Public Service Act, 1994(Proclamation No.103 of 1994), as amended;
- 5.7 Employment Equity Act, 1998(Act No.55 of 1998), as amended; and
- 5.8 Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997), as amended.

6. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

For the purpose of this policy:

- 6.1 **“Contract”** means the agreement entered into between the department and the students which stipulates the terms and conditions of the in-service training;
- 6.2 **“Department”** means the KwaZulu-Natal Provincial Government, in its Department of Social Development;
- 6.3 **“Employee”** means any person, excluding an independent contractor, who works for another person or for the state and who receives or is entitled to receive any remuneration; and any person who in any manner assists in carrying or conducting the business of an employer, and “employed” and “employment” have a corresponding meaning to that of “employee”;
- 6.4 **“Experiential Training”** is a type of training that is targeted for students with compulsory in-service training obligations by their institutions. These include students from universities, technikons, technicals, colleges or any other tertiary/post-matric institutions that require on-the-job training as one of the prerequisites for

completing their studies;

- (a) students acquire knowledge and exposure through practical work which enhance their skills and experience;
- (b) in the process students are appointed solely for the purpose of gaining necessary work experience with no remuneration; and
- (c) “in-service training” and “traineeship” shall have corresponding meaning to that of experiential training.

6.5 “**HRM**” stands for Human Resource Management;

6.6 “**Mentor**” means a person(s) who provide guidance and assistance to student(s) for the duration of the experiential training;

6.7 “**Misconduct**” refers to any act of misbehaviour as prescribed in the Disciplinary code;

6.8 “**Student**” means persons assigned by the recognized tertiary institutions to acquire specified practical training for the completion of their qualifications, “trainee” shall have corresponding meaning to that of student; and

6.9 “**Workplace**” means the workplace where the student will receive structured working experience.

7. **PRINCIPLES**

7.1 The process of accepting students for experiential training must be fair and just;

7.2 Accommodating students for experiential training must be aligned with functions of the department;

7.3 Students must not be used as a means to address staff shortages; therefore, may not be used on routine office work such as undue filing, faxing, photocopying and typing only, unless it is the key learning area of their qualifications;

7.4 Experiential training must be based on learning arrangements that will add value to classroom-based work; and

- 7.5 The department must make reasonable attempts to accommodate and integrate the trainee into the culture of the department.

8. REQUIREMENTS OF EXPERIENTIAL TRAINING

- 8.1 Students who wish to undergo experiential training must apply well in advance for admission via HRD components.
- 8.2 Students must submit a letter from the tertiary institution which confirms that in-service training is required for students to complete his or her qualification, the required duration, the contact person from the institution together with an application letter, *curriculum vitae*, certified copies of identity document and latest statement of results;
- 8.3 Tertiary institutions must give guidelines in terms of specific training needs that the student must undergo;
- 8.4 Tertiary institutions shall cooperate with the department in cases of misconduct;
- 8.5 Students must commit themselves in writing and shall be bound by the same confidentiality clause and disciplinary code applicable to public servants;
- 8.6 The duration of experiential training shall be determined by the tertiary institution where the student is coming from; and
- 8.7 Students must sign a contract before starting the training, which will clearly stipulate the commencement and end dates of the experiential training programme.

9. ROLES AND RESPONSIBILITIES

9.1 The Head of Department

The Head of Department or his/her delegate will be responsible for:

- 9.1.1 Creating a working environment that will allow trainees to help the department meet its operational needs while developing and enhancing their employability; and
- 9.1.2 Ensuring that the departmental experiential training programme is aligned to the departmental Human Resource Development strategy and implemented throughout the department.

9.2 The Human Resource Management

The Human Resource Management shall ensure that:

- 9.2.1 They receive, register and acknowledge applications from students who want to do experiential training;
- 9.2.2 They assess applications and make appropriate arrangements through relevant channels to place students in accordance with their qualifications and specified training needs;
- 9.2.3 They keep all contracts for records purposes and that all parties abide by the terms of agreements;
- 9.2.4 The experiential training is in accordance with the line of study that the trainees are following;
- 9.2.5 Trainees are placed in relevant fields or components;
- 9.2.6 The training and development of the trainees is well coordinated, progress of all trainees is monitored and assessed at the end of the training programme; and
- 9.2.7 Annual reports in respect of the training are submitted to the relevant authority.

9.3 Supervisor/Mentor

The Supervisor/Mentor shall ensure that he or she:

- 9.3.1 Liaise with the trainee with a view of determining his/her training and developmental needs;
- 9.3.2 Plan and manage training and development of the trainee aligning it with the departmental needs and development plan;
- 9.3.3 Provide guidance and assistance to the trainee;
- 9.3.4 Participate in the final assessment of the performance and achievement of the trainee;
- 9.3.5 Every student is familiarised with the code of conduct, disciplinary code and conditions of experiential training;

- 9.3.6 Students are exposed to various sections to acquire maximum exposure and knowledge;
- 9.3.7 Students are provided with relevant practical training within the specified period; and
- 9.3.8 Submit reports on the performance of the trainee to the relevant educational institution and HRM.

9.4 The trainee(s)

The trainee must ensure that he or she:

- 9.4.1 Participates fully (with his/her supervisor/mentor) in determining the training and development needs;
- 9.4.2 Plans and manages learning and development according to the needs of the department, student and his/her development plan;
- 9.4.3 Demonstrate willingness to grow and learn through work experience;
- 9.4.4 Takes full advantage of the training and development opportunities that are available to him/her; and
- 9.4.5 Cooperates fully with the supervisor/mentor assigned to him or her.

10. CONDITIONS FOR EXPERIENTIAL TRAINING

- 10.1 Students shall adhere to working hours laid down by the department;
- 10.2 Students shall function under a designated supervisor/mentor and carry out all duties and instructions as directed;
- 10.3 The designated supervisor/mentor shall monitor the performance, behaviour and progress of students and write reports thereon, if and when required;
- 10.4 The student shall avail himself/herself from one unit to another in order to be multi-skilled, as per his or her training needs;
- 10.5 The student shall perform at the required standard of performance and maintain the acceptable level of service delivery;

- 10.6 The student shall advise the designated supervisor/mentor in advance if he or she will be unable to be at work;
- 10.7 Prior permission must be sought by the student from the supervisor/mentor before proceeding on vacation leave;
- 10.8 The student shall not abuse office equipment and stationery for personal use;
- 10.9 Students must dress in a well acceptable and presentable manner;
- 10.10 The student shall familiarise himself/herself with the code of conduct. In the event that he or she commits an offence in terms of disciplinary code, the matter shall be investigated and the contract terminated if allegations are proved;
- 10.11 The experiential training shall be terminated on non-compliance with set departmental rules or for any form of insubordination;
- 10.12 The provisions of the Compensation for Occupational Injuries and Disease Act, 1993 (Act No.130 of 1993), and Occupational Health and Safety Act, 1993 (Act No.85 of 1993), as amended, shall not apply to students since there is no contract of employment entered into between the department and students;
- 10.13 The students shall apply and contest with other applicants for any advertised post whenever it is advertised in the department. Consideration of the applications will be done in accordance with the inherent requirements of the posts, without any preference/prejudice;
- 10.14 Students shall not be allowed to drive government vehicles. However, as passengers, they shall be able to lodge claims to the motor vehicle accidents fund (MVAf) in cases of accidents leading to serious injuries;
- 10.15 Students shall not be allowed access to systems of the department such as PERSAL and BAS;
- 10.16 Students shall not be entitled to any form of remuneration for the duration of the experiential training;
- 10.17 Students shall honour the confidentiality of all documents and any other form of communications which he or she may come into contact with or be exposed to; and

10.18 Students shall complete the experiential training contract which will stipulate clearly the start date and finishing date of the training programme (Experiential training agreement and indemnification form that can be used is attached as Annexure "A").

11. FUNDING AND COMPENSATION

The training programme will be offered to trainees at no cost including time and resources, but there shall be no compensation to the trainees. Therefore, trainees should bear their own subsistence and travelling and related costs.

12. MONITORING, EVALUATION AND REVIEW

12.1 The Human Resource Management is responsible for communicating the provisions of this policy to all employees; and

12.2 The policy will be monitored, evaluated and reviewed on regular basis to ensure that it achieves the intended purpose.

13. EFFECTIVE DATE

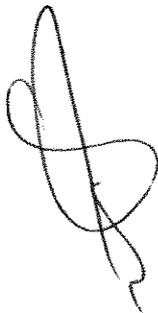
The effective date of this policy will be the date of approval.

14. TITLE OF THE POLICY

This policy shall be called Policy on Experiential Training.

15. POLICY APPROVAL

This policy supersedes all other policies on Experiential Training promulgated before. This policy is approved with effect from the 10th day of November in the year 2009 and will be effective on the date of approval.



.....
MR BL NKOSI
HEAD: DEPARTMENT OF SOCIAL DEVELOPMENT



ANNEXURE "A"

EXPERIENTIAL TRAINING AGREEMENT AND INDEMNIFICATION

Entered into between

**KWAZULU NATAL - DEPARTMENT OF SOCIAL
DEVELOPMENT**

Hereinafter referred to as the Department, herein represented byin his/her duly authorized capacity as the

And

..... hereafter referred to as the Student, herein assisted by in his or her capacity as the guardian of the student (if applicable).

WHEREAS the Department is committed to provide experiential training to the student;

AND WHEREAS the student is gaining practical education and training with a view to obtain experiential training and qualification;

NOW THEREFORE the parties hereto record the terms and conditions upon which such experiential training will be rendered by the Department to the student.

SECTION 1: ACKNOWLEDGEMENT, UNDERSTANDING AND UNDERTAKING BY THE STUDENT

In accepting the experiential training by the Department I acknowledge and accept that:

- 1.1 the period of experiential training shall commence on and terminate on
- 1.2 there will be no right for either party to extend the period or terms and conditions of this agreement;
- 1.3 at the termination of such period of training the Student will not expect whatsoever that such experiential training may or will lead him or her being appointed to a permanent post within the establishment of the Department;
- 1.4 in the event of any post being vacated, created and advertised, the Student shall have to apply for such post in the prescribed manner and compete for such post together with any other applicants who have applied for the post, and shall not expect to receive any preferential treatment as a result of such training;
- 1.5 during the period of such training, the student shall honour and obey the working hours laid upon by the department;
- 1.6 during the period of training, the student shall honour the confidentiality of all documents and any other form of communications with which he or she may come into contact with or be exposed to;
- 1.7 during the period of training, the student shall receive no remuneration or payment of any kind from the Department;
- 1.8 during the period of training, the student shall dress in a well acceptable and presentable manner;
- 1.9 during the period of training, the student shall sought prior permission from the supervisor before taking leave; and
- 1.10 during the period of training, the student shall not abuse office equipment and stationery for personal use.

2.8 Qualification Records

University/Technikon/College		
Department/Faculty		
Degree/Diploma/Certificate		
Year of study		
Subjects/Modules Completed	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	

2.9 Reference

CONTACT PERSON (e.g., Lecturer)														
	Telephone number							Fax number						
Mr/Miss/Mrs/Prof/Dr														

SECTION 3: OBLIGATION OF THE DEPARTMENT

The Department shall provide the Student with experiential training in order for the Student to obtain academic qualification for he or she has enrolled.

3.1 Employer details

Department of Social Development														
Postal Code														
Code					Telephone no.					Fax no.				

SECTION 4: INDEMNIFICATION

The Student agrees to indemnify the Department and its employees and not to hold it and them responsible against:

- 4.1 liability in respect of the death or injury to the Student and any consequential loss directly or indirectly flowing therefrom; and
- 4.2 all claims, liabilities, damages, and expenses, judgment, costs, including attorneys fees or expenses reasonably incurred in connection with claims or actions out of the foregoing.

Where the loss, injury or death arises out of or is consequent upon, whether directly or indirectly, on the Student being in or on, or travelling to or from, any premises of the Department, carrying out any instruction or work on behalf of the Department, or the student travelling in any vehicle of the Department other than as a fare paying passenger on a public transport vehicle, the Department will not be liable.

SECTION 5: GENERAL

The terms and conditions herein recorded constitute the entire agreement between the parties, and any proposed amendment or addition must be in writing and signed by both parties and form part of the agreement as an addendum thereto.

**SIGNED AT..... ON THE..... DAY
OF IN THE YEAR**

AS WITNESSES:

- 1.
DEPT.REPRESENTATIVE SIGNATURE
- 2.

**SIGNED AT..... ON THE..... DAY
OF IN THE YEAR**

AS WITNESSES:

- 1.
STUDENT SIGNATURE
- 2.
**GUARDIAN SIGNATURE
(If applicable)**