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GENERAL NOTICE

NOTICE 1850 OF 2002

ADULT BASIC EDUCATION AND TRAINING ACT, 2000 (ACT NO. 52 OF 2000)

CALL FOR COMMENT ON REGULATIONS RELATING TO THE MINIMUM REQUIREMENTS OF AN AGREEMENT BETWEEN THE HEAD OF DEPARTMENT AND SCHOOL GOVERNING BODY FOR THE REASONABLE USE OF THE SCHOOL FACILITIES BY THE ADULT BASIC EDUCATION AND TRAINING LEARNING CENTRE, IN TERMS OF SECTION 4(5) OF THE ABET ACT, 2000 (ACT NO. 52 OF 2000)

The Minister of Education, after consultation with the Council of Education Ministers, hereby publishes the regulations pertaining to the minimum requirements of an agreement between the Head of Department and the Governing body of a public school for the reasonable use of the school facilities by the Adult Basic Education and Training Centre for comment in terms of section 4(5) of the Adult Basic Education and Training Act, 2000 (Act No. 52 of 2000) and in compliance with section 4(3) of the Promotion of Administrative Justice Act 2000 (Act No. 3 of 2000), as set out in the Schedule.

Comments from interested parties are invited, and should reach the Department not later than 7 November 2002

Comments should be directed to the Director-General, Private Bag X895, Pretoria 0001, for attention: Ms M Locke. Comments may also be faxed to (012) 326 9128 or E-mailed to Locke.M@doe.gov.za

The name, address, telephone number and fax number of the person, governing body or organization responsible for submitting the comments must also be provided.

PROFESSOR KADER ASMAL, MP
MINISTER OF EDUCATION

17 September 2002

SCHEDULE

Scope of application

1. These regulations apply to all public Adult Basic Education and Training Centres in the Republic of South Africa.

Definitions

2. In these Regulations, any word or expression to which a meaning has been assigned by the Act, has that meaning and, unless the context indicates otherwise-

"agreement" means the agreement between the Head of Department and the school governing body as contemplated in section 4 of the Act;

"Head of Department" means the head of a provincial department of education;

"centre governing body" means a body contemplated in section 8 of the Act;

"school governing body" means a body as contemplated in section 23 of the South African Schools Act, 1996 (Act 84 of 1996);

"the Act" means the Adult Basic Education and Training Act, 2000 (Act No. 52 of 2000) and regulations promulgated in terms of the Act.

The nature and status of the agreement

- 3.1 Where no facilities are available to be used by a public centre, the Head of Department must in terms of section 20(1)(k) of the South African Schools Act, 1996 (Act No. 84 of 1996), request the governing body of a public school to allow reasonable use of the facilities of the school by the public centre and enter into a binding agreement. Such an agreement remains in force as long as the public

centre exists. A public centre can only be closed down in terms of section 6 of the Act.

- 3.2 The Head of Department must make a copy of this agreement available to the centre governing body and ensure that the centre governing body informs its members and learners, educators and workers at the centre, of the contents of the agreement and any amendments thereto.
- 3.3 Any learner, educator and a worker at the centre, member of the centre governing body, an official and a member of the public who has an interest in the educational activities of the centre must honour the agreement.
- 3.4 A pro-forma agreement, ANNEXURE 1, is provided as a guideline to assist the parties to the agreement.

Usage of school facility

- 4.1 The Head of Department must, in consultation with the centre governing body, provide information on the amount of time, and the time of day or night that the school facility may be used by the public centre.
- 4.2 The public centre may not be deprived of the use of the school facility for purposes related to the Act.
- 4.3 If the school facility is used for purposes other than those provided for in terms of Regulation 4.2, permission should be sought from the school governing body prior to such activities taking place.

Sharing of resources and costs

- 5.1 The school governing body gives the right of use of the school facility to a public centre for the sole purpose of education.
- 5.2 The terms and conditions of such usage need to be spelled out in the agreement.

- 5.3 The costs of such usage need to be spelled out in the agreement.

Determination of responsibilities

- 6.1 The agreement must specify which person, body or authority is responsible for any function or obligation contemplated in these regulations

Maintenance and improvement of school facilities

- 7.1 Improvements to existing buildings may only be undertaken in terms of an agreement between the school governing body and the Head of Department.
- 7.2 The agreement must provide for the reasonable maintenance of the property.

Access to school facilities by interested persons

- 8.1 The school may not limit access to the facility by a learner, educator, worker at the public centre, member of the centre governing body, officer or member of the public who has a reasonable interest in the activities of the public centre.

Security of the facility

- 9.1 The Head of Department must endeavour to ensure that the public centre is provided with the necessary resources to ensure the security of the facility.
- 9.2 The agreement must provide for the determination of the security needs of the public centre.

Relationship between school governing body and centre governing body

- 10.1 Both the school governing body and centre governing body are juristic persons.

- 10.2 The buildings and property of the school are administered by the school governing body in terms of section 20(g) of the South African Schools Act, 1996 (Act No. 84 of 1996).
- 10.3 Cordial relationships need to be fostered between the school governing body and the centre governing body. Mechanisms for such relationships need to be spelled out in the agreement.

Amendments and Termination of the Agreement

11. The agreement must provide for the procedure to be followed in amending, varying, changing or terminating the agreement.

Adult Basic Education and Training Act, 2000 (Act No. 52 of 2000) (The ABET Act)**ANNEXURE 1****PROFORMA AGREEMENT****AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:**

The Head of Department (hereinafter referred to as the HOD) of

..... (name of Province) herein represented by.....

(name and rank), duly authorised by the HOD

AND

..... (name of the school, hereafter referred to as the school)

Postal Address:

.....
.....

Physical Address:

.....
.....

Telephone:

WHEREAS the HOD and the governing body of the public school have agreed to enter into this agreement pursuant to section 4 of the ABET Act, read with section 20 (l) (k) of the South African Schools Act (Act No. 84 of 1996), whereby the public adult learning centre is allowed reasonable use of the facilities for educational purposes on public school property;

IT IS HEREBY AGREED THAT:

Interpretation

1. In this agreement any word or expression to which a meaning has been assigned by the Act or Regulations Relating to the Minimum Requirements for an Agreement between the HOD and the school governing body for the reasonable use of the school facilities by the Adult Basic Education and Training Learning Centre, has the same meaning assigned to it in the Act or Regulations, unless the context indicates otherwise.

The status and description of the public adult learning centre (the PALC)

2. The PALC is a public centre on public school property established in terms of section 3 of the ABET Act or established in terms of section..... of..... (Provincial Education Law).
3. A description of the site and buildings used by the PALC and access roads to the PALC is as set out in Schedule 1.

Proprietary rights held by the PALC

4. The school governing body declares themselves willing to give the right of use of the property referred to in paragraph 3 to the PALC for the sole purpose of education on the school property.
5. The school governing body gives the right of use to the PALC during the following time of day and the amount of time: _____
6. The resources and the costs must be shared between the school and the public centre as follows: (details of how they are shared)
7. The costs of all reasonable maintenance, including insurance and security to the buildings and fixed assets and improvements, shall be shared equally in cases of section 21 schools.

8. An agreement between the State and the school governing body which existed prior to the commencement of the Act remains in force to the extent that it is consistent with the Act, and is only amended to the extent that it is in conflict with this agreement, in which case this agreement prevails.
9. The agreement is valid as long as the PALC exists and it terminates on the date on which the PALC is closed. The PALC can only be closed in terms of section 6 of the Act and after a reasonable period of notice has been given to the school governing body and centre governing body by the HOD. All the improvements to the immovable property will become the property of the school free of charge.

General

10. The HOD undertakes to provide a copy of this agreement to the centre governing body and ensure that the centre governing body makes it available to persons as contemplated in Regulation 3.2.
11. The curriculum offered at such PALC is in accordance with the prescribed curriculum for PALC and the applicable administrative directives.
12. The school governing body guarantees access to the PALC by the public, the community and officials referred to in Regulation 8.1 in relation to educational purposes.

Amendments

13. This document contains the entire agreement between the parties and no party shall be bound by any undertaking, representation or warranty not recorded herein or added as provided herein.
14. This agreement may only be amended, varied or changed if both parties agree to such amendment, variation or change in writing and it is signed by both parties.

Commencement

15. The agreement comes into effect on the day of signature by both parties.

Termination

16. This agreement may be terminated by either party after 30 days notice to the other party in writing.

Domicilium

17. The SGB chooses the following address as its domicilium citandi et executandi and for the purpose of serving any notice or any other correspondence according to this agreement:

.....
.....
.....
.....

Thus done and signed at on this..... day of
20.....

.....
CHAIRPERSON OF THE SCHOOL GOVERNING BODY

AS WITNESSES:

1.

2.

Thus done and signed at on this..... day of
20.....

.....
HEAD OF DEPARTMENT OF..... (PROVINCE) or
DELEGATE OF THE HOD

AS WITNESSES:

1.

2.

**SCHEDULE 1: A description of the site and buildings and access roads to the
PALC**