

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAKHOSANA MSEZANA

AND

EXECUTIVE MANAGER: COMMUNITY DEVELOPMENT SERVICES

NOMVULA WILHEMINA MJUZA

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2022 TO 30 JUNE 2023(OR UNTIL THE POST IS FILLED

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PERFOMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

MOGALE CITY LOCAL MUNICIPALITY herein represented by M. MSEZANA as the MUNICIPAL MANAGER (hereinafter referred to as the Employer or Supervisor)

And

N. M. Mjuza as the EXECUTIVE MANAGER; COMMUNITY DEVELOPMENT SERVICES of MOGALE CITY LOCAL MUNICIPALITY (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in Terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as the "the Parties".
- 1.2 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B), 57(C) and 57(5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

2.1 Comply with the provisions of Section 57(1)(b), (4A),(4B), (4C) and (5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014 as well as the Contract of Employment entered into between the parties;

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- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing whether the employee has met the performance expectations applicable to his job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 AUGUST 2022** and will remain in force until **30 JUNE 2023(or until the post is filled);** where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.3 The content of this Agreement may be revised at any time during the above- mentioned period to determine the applicability of the matters agreed upon.
- 3.4 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 The performance objectives and targets that must be met by the Employee; and
 - 4.1.2 The time frames within which those performance objectives and targets must be met.

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- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe within which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

6. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENTS SYSTEM THAT THE EMPLOYER ADOPTS

- 6.1 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the performance agreement.
 - 6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs)/ Core Managerial Competencies (CMC) respectively.
 - 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

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- 6.2.3 KPAs covering the main areas of work will account for 80 weighting and CCRs will account for 20 weighting of the final assessment.
- 6.3 The Employee's assessment will be based on his/her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's (as outlined within the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006), and will constitute 80 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee:

KEY PERFORMANCE AREAS (KPA'S)	A WEIGHTING %
Service Delivery and Infrastructure Development	50%
Financial Management and Viability	18%
Good Governance & Public Participation	21%
Municipal Transformation& Organizational Development	11%
Total	100%

The Leading & Core Competencies will make up the other 20% of the Employee's assessment score. The competency framework consists of six (6) leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.

The six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level.

LEADING COMPETENCY F	REQUIREMENTS	WEIGHTS %
Strategic Direction and Leadership	 Impact and influence Institutional Performance Management Strategic Planning and Management Organizational Awareness 	10
People Management & Empowerment	 Human Capital Planning & Development Diversity Management Employee Relations Management Negotiation and Dispute Management 	10
Program & Project Management	 Program & Project Planning and Implementation Service Delivery Management Program & Project Monitoring & Evaluation 	20
Financial Management	Budget Planning & ExecutionFinancial Strategy & DeliveryFinancial Reporting & Monitoring	20

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LEADING COMPETENCY I	REQUIREMENTS	WEIGHTS %
Change Leadership	 Change Vision & Strategy Process Design & Improvement Change Impact Monitoring & Evaluation 	20
Governance Leadership	Policy FormulationRisk and Compliance ManagementCooperative Governance	20
COR	E COMPETENCIES Moral Competence	-
	lanning and Organizing	
	Analysis and Innovation	
Knowledg	e and Information Management	
	Communication	
R	esult and Quality Focus	
TOTAL		100

7. EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) to this Agreement sets out-
 - 7.1.1 The standards and procedures for evaluating the Employee's performance; and
 - 7.1.2 The intervals for the evaluation of the Employee's performance.
- 7.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (PDP) as well as the actions agreed to and implementation must take place within set time frames.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve:
 - 7.5.1 Assessment of the achievement of results as outlined in the performance Plan:

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- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA;
- (b) An indicative rating on the five-point scale should be provided for each KPA;
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the Competencies

- (a) Each competency should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each competency
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final competency score.

7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

OVERALL PERFORMANCE	RATING	PERFORMANCE SCORE
Unacceptable Performance	1	59% and below
Performance does not meet the standard expected for the job. The employee has failed to demonstrate the commitment level expected in the job despite management efforts to encourage improvement.		
Performance Not Fully Effective	2	60% – 69%
Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job.		

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OVERALL PERFORMANCE	RATING	PERFORMANCE SCORE
Performance Fully Effective	3	70% – 79 %
Performance fully meets the standards expected in all areas of the job		
Performance Significantly Above Expectations/ Exceptional Performance	4	80% – 89 %
Performance is significantly higher than the standard expected in the job.		
Outstanding Performance	5	90% – 100 %
Performance far exceeds the standard expected of an employee at this level.		

- 7.7 For purposes of evaluating the performance of the Executive Manager: Community Development Services, an evaluation panel constituted by the following persons must be established
 - 7.7.1 Municipal Manager;
 - 7.7.2 Chairperson of the Performance Audit Committee
 - 7.7.3 Member of the Mayoral Committee;
 - 7.7.4 Municipal Manager from another Municipality/ or a technical expert of an equivalent position.

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

Quarter	Timeline	Date of the Review
First Quarter	July – September 2022	October 2022
Second Quarter	October – December 2022	January 2023
Third Quarter	January – March 2023	April 2023
Fourth Quarter	April – June 2023	Not applicable

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- 8.2 The Employer shall keep a record of all formal and informal reviews, including the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 8.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer shall -
 - 10.1.1 create an enabling environment to facilitate effective performance by the Employee;
 - 10.1.2 provide access to skills development and capacity building opportunities;
 - 10.1.3 work collaboratively with the Employee to solve problems and solutions to common problems that my impact on the performance of the Employee;
 - 10.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and
 - 10.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this agreement.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –

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- 11.1.1 a direct effect on the performance of any of the Employee's functions;
- 11.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.3 a substantial financial effect on the Employer.
- 11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of performance and the amount payable would be calculated on the following basis:

		Performance Rating	Bonus Amount
1.	0% - 59%	Performance Unacceptable	0% of total package
2.	60% - 69%	Performance Not Fully Effective	
3.	70% - 79%	Performance Fully Effective	Remuneration Progression
4.	80% - 89%	Performance Significantly Above	Remuneration Progression
		Expectations/ Exceptional Performance	• 5% - 9% of Total Package
5.	90% - 100%	Outstanding Performance	Remuneration Progression
			10% - 14% of total package

- 12.3 In the case of unacceptable performance, the Employer shall -
 - 12.3.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 12.3.2 after appropriate counseling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provide for, shall be mediated by —

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13.1.1 In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

- 14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 14.2 Nothing in this agreement diminished the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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									62	650		2=60-59% achlevement against target set
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												4=80-89% achievement against target set
	Executive								8	625		5=90-100% achievement against target set
	Manager: Output	Public Safety		- Landanian Control of the Control o					8	30		1=59% and below achlevement against larget set
									75	50		2=60-69% achievement against target set
KPI K/502		-	All Wards	No. of Roads Safety Campaigns conducted	7%	Number	120	110		90	Executive Manager: Community Development Services	
									}			4=80-89% achievement against target set
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									5	009		1=59% and below achievement against target set
									8	009		
KPI F/503	Executive Manager: Output		All Wards	No of households registered for indigent support	%8	Number	3500	3500	8	1150	Community Development Services	
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		Special							8	1150		5=90-100% achievement against target set
		development							ğ		2	1=59% and below achievement against larget set
									83			2=60-69% achievement against larget set
KPI K/504	Executive Manager: Output		All Wards	No. Social Development projects implemented	1 7%	Number	New KPI	22	ä	•	Community Development Services	3=70-79% achievement against target set
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									ð			achievement against

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		No. of sports and Recreation programmes implemented				No. of Library programmes implemented					No. of Heritage, Arts and Culture programmes implemented				KEY PERFORMANCE INDICATOR			% expenditure on the SACR grant					% expendiure on HIV grant	
	***	All Wards				All Wards	•				All Wards			VIABILITY 18%	WARDS TO BENEFIT			All Wards					All Wards	
						Sports, Arts. Culture and Recreation								MENT AND VIAE	. F			Grants			;		Grants expenditure	
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Executive Manager: Community Development Services	PROGRAMME/ PROJECT RESPONSIBLE PERSON PERFORMANCE MILESTONE		Executive Manager. Community Development Services			;	Executive Manager: Community Development Sendos				Exacutive Manager: Community Development Services	
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% external funding sourced	N 21% KEY PERFORMANCE INDICATOR	- Andrews	% implementation of AG Audit Action plans		· · · · · · · · · · · · · · · · · · ·		Number of Itencing services processed on the eNATIS system				% implementation of departmental mitigation actions on the Strategic Risk Register	
All Wards	WARDS TO BENEFIT		All Wards				All Wards				All Wards	
Revenue Generation	KPA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION 21% SDBIP PLANNING MSCOA WARDS TO KEY I REF.NO LEVEL PROJECT BENEFIT	1	AG Audit Action plans				Licencing services			•	Risk Management	
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Ē.	KPA: GDOC SDBIP REF.NO		KP1 A/509				KPI K/510				KPI B/511	

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				11/00/11					9	100%		1=59% and below achievement against target set
									20	100%		2=60-69% achievement against larget set
KP! G/512	Executive Manager: Output	Labour disputes All Wards	All Wards	% of grievances attended within the set time lines(step 2) finalised internally	11%	%	10 days	100%	8	100%		Executive Manager: Community Development (3=70-79% achievement Services 4 against larget sell (4=60-89% achievement dagainst larget sell against l
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Signed and Accepted by the Acting Executive Manager: Community Development Services

Approved by the Municipal Managgy

Makhosana Msezana: Date: a C

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	WEIGHTING	ΚΡΙ	MEASUREMENT	EVIDENCE	PERFORMANCE POE COMMENTS	SESSION
			1=Departmental Plan approved before the end of 30 April 2023			
			2= Departmental Plan approved before the 31 March 2023			
Ω.		(Strategic Planning and Management) Approved Department Plan aligned to the 3= Departmental Plan SDBIP (to inform the 2022/2023 budget) February 2023	3= Departmental Plan approved before the 28 February 2023	Approved Departmental Plan aligned to the SDBIP		
Strategic Direction and Leadership (Provides a vision,			4=Departmental Plan approved before the 31 January 2023			
			5=Departmental Plan approved before the 31			
			1= 4 Performance Management Agreements signed after the 30/09/2022			
			2= 4 1 criomanos Management Agreements signed after the 15/09/2022 3= 4 Performance Management Agreements	Four (4) 2021/2022 Performance		
ស		Management Agreements signed with Managers by 31 August 2021	signed by the 31/08/2022	Management Agreements signed with Managers		
			Management Agreements signed by the 20/08/2022 5= 4 Performance			
			Management Agreements signed by the 10/08/2022			
			1=PDPs developed by 30 November 2022	49 20 20		
			2=PDPs developed by 31 October 2022	submission of PDPs for Senior		
10	0	Development of Personal Development Plans (PDPs) for Managers	3=PDPs developed by 30 September 2022	Managers to Learning and		
			4=PDPs developed by 15 September 2022	division for implementation		
			5=PDPs developed by 31 August 2022			



			implementation of the SDRIP		
			2= 60-69% implementation of	700	
Program and Project	20	Service Delivery Management	me subir 3= 70-79% implementation of the SDBIP	Performance Reports from	
			4= 80-89% implementation of the SDBIP	Evaluation Division	
			5= 90-100% implementation of the SDBIP		
			1= 20% and more increase of 2= 10% increase of UIF	Quarterly UIWF report; Annual	
	10	% Reduction of Unauthorized Irregular Fruitless (UIF) expenditure	3= 10% reduction of UIF	UIWF report; MPAC report on	
			5= 30% reduction of UIF	- WIWF	
Financial Management			1= 92% Spent		
			2= 94% Spent	1 July 2021 to 30	
	10	% of grant funded capital budget spent	3= 96% Spent	June 2022 In year	
			4= 30 % Sperii	monitoring report	
			5= 100% Spent		
			1=59% and Below	Change	
	,	% Change Management Plan	2=60-69% Implementation	Management Plan	
	9	Implementation	3=70 - 79% Implementation	for the projects to	
			4=80-89% Implementation 5=90-100% Implementation	be implemented	
Change Leadership			1= 2 meetings	Agenda and	
			2= 3 meetings	Attendance	
	9	Communication to employees	3= 4 meetings	Register of	
			4= 5 meetings	oeparmental meetings	
			7=59% and Below submission		
			of comments within timeframe		
•			set		
			2=60-69% submission of	Revised and	
			set	Developed Policies	
			3=70-79% submission of	vs Policies	
	9	Revision and Development of Policies	comments within timeframe	submitted to	
			4=80-89% submission of	2021/2022 financial	
			comments within timeframe set	year for Approval	
		_	F-00 4000/ authorizer of		
			comments within timeframe		
			***	100	

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						Dashboard Bisk	Management	Penorts from M&E							
1=59% and Below	implementation of	departmental risk mitigation	measures	2=60-69% implementation of	departmental risk mitigation	measures	3=70-79 % implementation of	departmental risk mitigation	measures	4=80-89 % implementation of	departmental risk mitigation	measures	5=90 - 100% implementation	of departmental risk mitigation	measures
	-==							Management Implementation plan		7	<u>U</u>	bare .	<u></u>	<u> </u>	1
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Signed and Accepted by the Acting Executive Manager: Community Development Services

Makhosana Msezana:

Approved by the Municipal Manager

Date: Bilog/202

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	ACTING EXECUTIVE MAN	MANAGER. CDS	NAME	MINICIPAL MANAGER	α	
POSITION SALARY LEVEL	ACTING EAECOTIVE		SALARY BAND	S56	***************************************	
	COMMUNITY DEVELOPM SERVICES	OPMENT	FINANCIAL YEAR	2022/23		
Competency area to be developed	Specific development objectives (what to achieve)	Competency indicators (evidence of development)	Development activities (self- study, on-the-job, formal-dates and cost)	Support required (e.g. coaching)	Development review and assessment: Training provider	Sign-off review and assessment (Individual, Expert Trainer & Coach)
Change Management	Change, Vision & Strategy Process, Design & Improvement Change Impact Monitoring & Evaluation	Portfolio of evidence as required by the training institution	Short course NQF 6	Training through a service provider	Service Provider to be appointed	Trainer
Program and Project Management	Program & project Planning and implementation Service Delivery Management Program & Project Monitoring & Evaluation	Portfolio of evidence as required by the training institution	Short course NQF 6	Training through a service provider	Service Provider to be Trainer appointed	Trainer

			Ë	
Trainer	Trainer	Trainer	3/1/2	
Service Provider to be a appointed	Service Provider to be Trainer appointed	Service Provider to be ' appointed	DATE	
Training through a service provider	Training through a service provider	Training through a service provider		
Short course NQF 6	Short course NQF 6	Short course NQF 6	MM's SIGNATURE	
Portfolio of evidence as required by the training institution	Portfolio of evidence as required by the training institution	Portfolio of evidence as required by the training institution		
mSCOA implementation aligned to the budgeting process Standatd for infrastructure procurement and Delivery Management Procurement Procurement	CMPD	Policy Development		
Financial Management		Strategic Management	EMPLOYEE SIGNATURE	

