



Mogale City

Local Municipality

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAKHOSANA MSEZANA

AND

EXECUTIVE DIRECTOR: ECONOMIC DEVELOPMENT SERVICES

NKHANGWELENI SILIGA

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 MARCH 2026 TO 30 JUNE 2026

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PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

MOGALE CITY LOCAL MUNICIPALITY herein represented by **Makhosana Msezana** as the **Municipal Manager** (hereinafter referred to as the Employer or Supervisor)

And

Nkhangweleni Siliga as the **Executive Director: Economic Development Services** (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a permanent contract of employment with the Employee in Terms of Section 56(1)(a)(8) of the Local Government: Municipal Systems Amendment Act (Act 3 of 2022) ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "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) and 57(5) of the Local Government: Municipal 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 the Permanent Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and 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 Management Plan (Annexure A);

2025/2026 Performance Management Agreement entered into by and between The Municipal Manager:
Makhosana Msezana and Executive Director: Economic Development Services

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- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Management Agreement and Performance Management 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

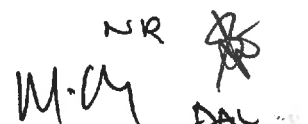
- 3.1 This Agreement will commence on the **01 March 2026** and will remain in force until **30 June 2026**; where after a new Performance Management Agreement, Performance Management Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of the Agreement during February each year. The parties will conclude a new Performance Management Agreement and Performance Management Plan that replaces this Agreement at least once a year by not later 31 July.
- 3.3 This Agreement will terminate on the termination of the Employee's Permanent Contract of Employment for any reason.
- 3.4 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.
- 3.5 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.
- 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



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the Budget of the Employer and shall include key objectives; key performance indicators; targets 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 DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS

6.1 The Employee undertakes to actively focus on 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 Competency Requirements (Leading & Core Competencies) (CR's) respectively.

6.2.2 Each area of assessment will be weighted and will contribute a specific part to their total score.

6.2.3 KPAs covering the main areas of work will account for 80 weighting and CRs will account for 20 weighting of the final assessment.

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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, 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)	Weighting
Municipal Institutional Development and Transformation	10%
Good Governance and Public Participation	10%
Local Economic Development	80%
TOTAL	100%

6.4 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, and will constitute 80 weighting of the overall assessment result as per the weightings agreed to between the Employer and Employee.

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

LEADING COMPETENCY REQUIREMENTS		WEIGHTS %
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional Performance Management • Strategic Planning and Management • Organizational Awareness 	15%
People Management & Empowerment	<ul style="list-style-type: none"> • Human Capital Planning & Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10%
Program & Project Management	<ul style="list-style-type: none"> • Program & Project Planning and Implementation • Service Delivery Management • Program & Project Monitoring & Evaluation 	20%
Financial Management	<ul style="list-style-type: none"> • Budget Planning & Execution • Financial Strategy & Delivery • Financial Reporting & Monitoring 	35%
Change Leadership	<ul style="list-style-type: none"> • Change Vision & Strategy • Process Design & Improvement • Change Impact Monitoring & Evaluation 	10%

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LEADING COMPETENCY REQUIREMENTS		WEIGHTS %
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	10%
CORE COMPETENCIES		-
Moral Competence		
Planning and Organizing		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Result and Quality Focus		
TOTAL		100%

7. EVALUATING PERFORMANCE

7.1 The Performance Management 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 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:

- 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;
- An indicative rating on the five-point scale should be provided for each KPA;
- The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

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7.5.2 Assessment of the CRs

- (a) Each CR 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 CR;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final CR score.

7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such an 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 CRs:

Overall Performance	Rating	Performance Score
<p>Unacceptable Performance</p> <p>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.</p>	1	59% and below
<p>Performance Not Fully Effective</p> <p>Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job.</p>	2	60 – 69%
<p>Performance Fully Effective</p> <p>Performance fully meets the standards expected in all areas of the job</p>	3	70 – 79%
<p>Performance Significantly Above Expectations / Exceptional Performance</p> <p>Performance is significantly higher than the standard expected in the job.</p>	4	80 – 89%

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Overall Performance	Rating	Performance Score
Outstanding Performance Performance far exceeds the standard expected of an employee at this level.	5	90 – 100%

7.7 For purposes of evaluating the annual performance of managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established –

- 7.7.1 Municipal Manager;
- 7.7.2 Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
- 7.7.3 Member of the Mayoral Committee; and
- 7.7.4 Municipal Manager from another Municipality.

8. SCHEDULES 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 2025	October 2025
Second Quarter	October – December 2025	January 2026
Third Quarter	January – March 2026	April 2026
Fourth Quarter	April – June 2026	June 2026

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.


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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 generate solutions to common problems that may 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 –

- 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 outstanding performance.

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 Expectations/ Exceptional Performance	<ul style="list-style-type: none"> • Remuneration Progression • 5% - 9% of Total Package
5	90% - 100%	Outstanding Performance	<ul style="list-style-type: none"> • 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 inability 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 –
 - 13.1.1 The Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 13.1.2 Any other person appointed by the Executive Mayor.
- 13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Permanent 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.

Thus done and signed at Krugersdorp on this the 30th day of APRIL 2026.

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
**EXECUTIVE DIRECTOR:
ECONOMIC DEVELOPMENT
SERVICES**

Thus done and signed at Krugersdorp on this the 30 day of APRIL 2026.

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
MUNICIPAL MANAGER

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National Outcome	National Outcome 9: Responsive, accountable, effective and efficient local government system
MDP Chapter	Chapter 3: Economy and Employment, Chapter 4: Economic Infrastructure and Chapter 8: Transforming Human Settlements

Strategic Goal To foster a conducive environment for broad based economic development

DEPARTMENT: ECONOMIC DEVELOPMENT SERVICES

PLANNING LEVEL	MSCOA PROJECT	WARDS/ARE AS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	TARGET		INDIVIDUAL PERFORMANCE MEASUREMENT	MEANS OF VERIFICATION
								TIME FRAME	QUALITY		

1. MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION (10%)

	Labour Disputes		No. of days taken to attend to employee grievance within the prescribed timeline	5%	days	10	10 days			10	1= None 2= More than 10 days 3= 10 working days 4= 7 working days / relationship building meetings 5= 5 working days/no grievances	Signed grievance form and Grievance Meeting Attendance Register / Response
	Performance Management		No. of Managers performance review sessions conducted	5%	number	New	1			1	1= No review session conducted 2= No review session conducted for managers 3= 1 review sessions conducted for managers 4= review sessions conducted for managers within 60 days after the end of the quarter 5= review sessions conducted for managers within 30 days after the end of the quarter	Performance Assessment minutes / agenda and or attendance register

3. GOOD GOVERNANCE AND PUBLIC PARTICIPATION (10%)

	Strategic Risk Register		% Implementation of departmental mitigation actions on the Strategic Risk Register	5%	%		100%			100%	1= Less than 80% implemented 2= 80-99% implemented 3= 100% implemented 4= 100% implemented on month before quarter end 5= 100% implemented two(2) month before quarter end	Q1-Q4 Strategic Risk Dashboard Report
	AGSA Action Plans		% Implementation of AG Audit Action Plans	5%	%	80%	85%			85%	1= Less than 70% implemented 2= 70-84% implemented 3= 85% implemented 4= 90% implemented 5= 95%-100% implemented	OPCA Pane

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PLANNING LEVEL	MSCOA PROJECT	WARDS/ARE AS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	TARGET			INDIVIDUAL PERFORMANCE MEASUREMENT	MEANS OF VERIFICATION	
								TIME FRAME	QUALITY	QUANTITY			
4. LOCAL ECONOMIC DEVELOPMENT (80%)													
Output Indicator	Construction of Municipal Building	Krugersdorp	% implementation of municipal building project milestones in line with the project plan	30%	%	100%	100%	Q4			100%	<ul style="list-style-type: none"> 1=59% implementation of planned activities 2=60-59% implementation of planned activities 3=100% implementation of planned activities 4=100% implementation of planned activities 2 weeks before end of quarter 5=100% implementation of planned activities 1 week before end of quarter 	Progress Report, Milestone Certificate including calculation schedule, Practical Completion Certificate
Output Indicator	Construction of Swaneville Industrial Park	Swaneville	% implementation of Swaneville Industrial park construction project milestones in line with the project plan	20%	%	100%	100%	Q4			100%	<ul style="list-style-type: none"> 1=59% implementation of planned activities 2=60-59% implementation of planned activities 3=100% implementation of planned activities 4=100% implementation of planned activities 2 weeks before end of quarter 5=100% implementation of planned activities 1 week before end of quarter 	Progress Report, Milestone Certificate including Calculation Schedule

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PLANNING LEVEL	MSCOA PROJECT	WARDS/AREAS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	TARGET		INDIVIDUAL PERFORMANCE MEASUREMENT	MEANS OF VERIFICATION	
								TIME FRAME	QUALITY			QUANTITY
Quantity Indicator	Mogale city Job Creation programme	All Wards	Number of local SMMEs supported	30%	Number	New KPI	20	Q4		10	1=5 Local SMME's supported by end of quarter 2=7 Local SMME's supported by end of quarter 3=10 Local SMME's supported by end of quarter 4=10 Local SMME's supported 2 weeks before end of quarter 5=10 Local SMME's supported 1 week before end of quarter	Q4. Appointment letters/ service level agreements (SLAs) and the project list, participation at training programmes
Total= 100												

Signed and Accepted by the Executive Director: Economic Development Services

Nkhangweni Siliga

Approved by the Municipal Manager

Makhosana Msezana

Date: 30 APRIL 2026

Date: 30 APRIL 2026

CORE MANAGERIAL COMPETENCIES	WEIGHTING	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
Strategic Capability and Leadership	15%	Time taken to sign Individual Performance Management Agreements signed with Managers within the Department by 31 August 2025	1= All Performance Agreements of Managers within the Department signed after 30 September 2025 2= All Performance Agreements of Managers within the Department signed after 15 September 2025 3= All Performance Agreements of Managers within the Department signed by 31 August 2025 4= All Performance Agreements of Managers within the Department signed by 20 August 2025 5= All Performance Agreements of Managers within the Department signed by 10 August 2025	Performance Management Agreements signed with Managers
Program and Project management	20%	% Implementation of the Service Delivery and Budget Implementation Plan	1= 59% and below implementation of the SDBIP 2= 60-69% implementation of the SDBIP 3= 70-79% implementation of the SDBIP 4= 80-89% implementation of the SDBIP 5= 90-100% implementation of the SDBIP	2025/26 SDBIP Quarterly Performance Reports from Monitoring and Evaluation Division and Annual Performance Report
Financial Management	10%	% Reduction of Unauthorised Irregular Frivolous (UIF) expenditure	1= 0-54% reduction on the UIWFE 2= 60-69% reduction on the UIWFE 3= 70-79% reduction on the UIWFE 4= 80-89% reduction on the UIWFE 5= 90-100% reduction including no UIWFE expenditure incurred	Quarterly UIWF report; Annual UIWF report; MPAC report on UIWF

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CORE MANAGERIAL COMPETENCIES	WEIGHTING	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
Financial Management	15%	% OPEX Budget spent (Bi-Annual)	1=less than 79% 2=80-89% 3= 90-95% 4= 96-98% 5= 99-100%	Quarterly In-Year Monitoring Reports 2025/26
	10%	% of grant budget spent (Bi-Annual)	1=less than 79% 2=80-89% 3= 90-95% 4= 96-98% 5= 99-100%	Quarterly In-Year Monitoring Report: 1 July 2025 to 30 June 2026
Change Leadership	5%	% implementation of monthly management meetings resolutions	1=59% and below implementation of the resolutions	Agenda, Attendance Registers and resolution meeting register
			2=60-69% implementation of resolutions	
			3= 70-79% implementation of resolutions	
			4= 80-89% implementation of resolutions	
			5= 90-100% implementation of resolutions	
5%	No of Staff meetings held per year	1=No meetings held	Agenda, Attendance Registers and minutes of staff meetings held	
		2=1 meeting held		
		3=2 meetings held		
		4= 3 meetings held		
		5= 4 meetings held		

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CORE MANAGERIAL COMPETENCIES	WEIGHTING	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
Governance Leadership	10%	Revision and Development of Policies	1=59% and Below implemented 2=60-69% implemented 3=70-79% implemented 4=80-89% Implementation 5=90-100% implementation	Inputs provided on revised and Developed Policies
People Management and Empowerment	10%	Average time taken to respond to leave requests	1=No Response 2=Response in 4 & more days after leave application received 3=Response within 3 days 4=Response 1 day after leave application received 5=Response within the same day of leave application received	Report from PayDay system / Excel Spreadsheet
Total=100				


Signed and Accepted by the Executive Director: Economic Development Services

Nkhgawelani Siilga



Approved by the Municipal Manager


Makhosana Msezana



Date: 30 APRIL 2026

Date: 30 APRIL 2026



SURNAME:	SILIGA	NAME:	NIKHANGWELENI			
POSITION:	EXECUTIVE MANAGER: ECONOMIC DEVELOPMENT SERVICES	REPORT TO:	MUNICIPAL MANAGER			
SALARY LEVEL:	2	SALARY BAND:	SS6			
DEPARTMENT:	ECONOMIC DEVELOPMENT SERVICES	FINANCIAL YEAR:	2025/26			
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)
Municipal Finance Management Programme (6 Units Standards: 119350, 119348, 119394, 119331, 119341, 119343)	To improve on application of legislation and regulatory framework governing municipal finance To be able to apply GRAP in the reporting. To be able to apply operations principles and tools in project management		2026/12/01 the total cost is R15 000.00	no	University of Pretoria	
EMPLOYEE SIGNATURE			MM's SIGNATURE	20/11/26	DATE	