

FETAKGOMO TUBATSE LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT 2023/2024

MADE AND ENTERED INTO BY AND BETWEEN

MAKGATA MOGARAMEDI JOEL
"MUNICIPAL MANAGER"

ON BEHALF OF LIM 476 MUNICIPALITY

AND

MAGOOA RAPHAAHLE MAVIS

"DIRECTOR CORPORATE SERVICES"

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1. INTRODUCTION

- The Fetakgomo Tubatse Municipality has entered a Contract of Employment with the Director Corporate Services for a period ending **27**th **November 2027** in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer (The Municipal Manager) and the Employee (Director Community Services) are herein referred to as "the Parties".
- 1.2 Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement. The Parties hereby conclude the Performance Agreement for the period ending 30th June 2024.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee reporting to the Employer, to a set of actions that will secure local government policy goals.

2. PURPOSE OF THIS AGREEMENT

The Parties agree that the purposes of this Agreement are to:

- 2.1 Comply with the provisions of Section 57(1)(b), s57 (4)(a), s57(4)(b) and s57(5) of the Systems Act.
- specify objectives, indicators and targets defined and agreed with the Employee and communicate to the Employee the Employer's expectations of the Employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the budget of the Employer.
- 2.3 Specify areas of accountabilities as set out in the performance plan which is an annexure to this performance agreement.
- 2.4 Monitor and measure performance of the Employee against the set targeted outputs.
- 2.5 Establish a transparent and accountable working relationship between the Parties.
- 2.6 Give effect to the Municipality's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery.
- Use the Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his job; and
- 2.8 in the event of outstanding performance, to appropriately reward the Employee.

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence on the date of signature by both parties, which will be as soon as reasonably possible after the **01st July 2023**, and, subject to paragraph 3.3, will continue in force until a new Performance Agreement is concluded between the parties as contemplated in paragraph 3.2;

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- 3.2 The Parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year as prescribed by s57 (2)(a) of the Systems Act.
- 3.3 This Agreement will terminate on the termination of the Employee's Contract of Employment for any reason as provided for in the Contract of Employment.
- 3.4 The contents 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 because of government or Council decision or otherwise) to an extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 Annexure "A", the Performance Plan sets out:
- 4.1.1 the performance indicators and targets that must be met by the Employee; and
- 4.1.2 the time frames within which those performance indicators and targets must be met.
- 4.2 The performance indicators and targets reflected in Annexure "A" are set by the Employer in consultation with the Employee and include key objectives; key performance indicators; target dates 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 in 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 Municipality's IDP.
- 4.5 The Municipality will make available to the Employee such support staff as the Employee may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement; if it will at all times remain the responsibility of the Employee to ensure that he complies with those performance obligations and targets.
- 4.6 The Employee will at his request be delegated such powers by the Employer as may in the discretion of the Municipality be reasonably required from time to time to enable him to meet the performance objectives and targets established in terms of this Agreement.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the management of the Municipality and its staff.

- 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 Municipality, 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.
- The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.
- The criteria upon which the performance of the Employee must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- The Employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee:

Key Performance Areas (KPA`s) for Municipal Managers	Weighting
Spatial Rationale	0
Municipal Institutional Development and Transformation	50
Basic Service Delivery	0
Local Economic Development	0
Municipal Financial Viability and Management	25
Good Governance and Public Participation	25
Total	100%

5.7 The CCRs will make up the other 20% of the employee's assessment score. CCRs that are deemed to be most critical for the employee's specific job should be selected from the list below as agreed to be between the employer and the employee and must be considered with due regard to the proficiency level agreed to:

CORE COM	PETENCY REQUIREMENTS FOR EMPLOYEES (CCR)	
LEADING COMPETENCIE	S	
		Weight
Strategic Direction and Leadership	*Impact and Influence. *Institutional Performance Management. *Strategic Planning and Management. *Organizational Awareness.	20%
People Management	*Human Capital Planning and Development. *Diversity Management *Employee Relations Management. *Negotiation and Dispute Management.	20%
Program and Project Management	*Program and Project Planning and Implementation. *Service Delivery Management. *Program and Project Monitoring and Evaluation.	
Financial Management	*Budget Planning and Execution. *Financial Strategy and Delivery *Financial Reporting and Monitoring.	20%
Change Leadership	*Change Vision and Strategy. *Process Design and Improvement. *Change Impact Monitoring and Evaluation.	
Governance Leadership	*Policy Formulation. *Risk and Compliance Management. *Cooperative Governance.	20%
CORE COMPETENCIES		
Moral Competence	Ability to display and build the highest standards of ethical and moral conduct in order to promote confidence and trust in the public service and to adhere to codes of good corporate governance.	5%
Planning and organizing	The ability to plan activities within specific timeframes and then to execute these activities according to plan	5%
Analysis and Innovation		
Knowledge and information Management	The gathering and analysis of data, in order to conclude thereon	5%
Communication	The capacity to listen attentively, grasp issues, present information in a clear manner and respond appropriately to verbal and written communication of others.	5%
Results and Quality Focus		
Total Percentage		100%

6. EVALUATING PERFORMANCE

- 6.1 Annexure "A" to this Agreement sets out:
- 6.1.1 the standards and procedures for evaluating the Employee's performance; and
- 6.1.2 the intervals for the evaluation of the Employee's performance.
- 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.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.4 The annual performance appraisals must involve:
 - (a) Assessment of the achievement of results as outlined in the performance plan:
 - (i) 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.
 - (ii) An indicative rating on the five-point scale should be provided for each KPA
 - (iii) The applicable assessment rating calculator must then e used to add the scores and calculate a final score.
 - (b) Assessment of the CCRs
 - (i) Each CCR should be assessed according to the extent to which the specified standards have been met.
 - (ii) An indicative rating on the five point scale should be provided for each CCR
 - (iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
 - (iv) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR score.

Overall Rating

- (i) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisals.
- (ii) The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's (i.e the following table will be used in determining the payment of the reward):

	PERFORMANCE APPRAISAL OF KPAs AND CCRs		
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE
Level 5: Outstanding Performance	Performance far exceeds the standard expected for the job in all areas of the manager. The manager has achieved exceptional results against all performance criteria and indicators specified in the Performance Plan and maintained this in all areas of responsibility throughout the year.	5	167
Level 4: Performance significantly above expectations	Performance is significantly higher than the standard expected for the job in all areas. The manager has achieved above fully effective results against more than half of the performance criteria and indicators specified in the Performance Plan and fully achieved all others throughout the year.	4	133 - 166
Level 3: Fully effective	Performance fully meets the standard expected for the job in all areas. The manager has achieved effective results against all significant performance criteria and indicators specified in the Performance Plan and may have achieved results significantly above expectations in one or two less significant areas throughout the year.	3	100 - 132
Level 2: Performance not fully satisfactory	Performance is below the standard required for the job in key areas. The manager has achieved adequate results against many key performance criteria and indicators specified in the Performance Plan but did not fully achieved adequate results against others during the course of the year. Improvement in these areas is necessary to bring performance up to the standard expected.	2	67 - 99

	PERFORMANCE APPRAISAL OF KPAS AND CCRS		
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE
Level 1: Unacceptable performance	Performance does not meet the standard required for the job. The manager has not met one or more fundamental requirements and/or is achieving results that are well below the performance criteria and indicators in a number of significant areas of responsibility. The manager has failed to demonstrate the commitment or ability to bring performance up to the level expected despite efforts to encourage improvement.	1	0 – 66

6.5 Reward for Performance

- The performance bonus will be determined by the Municipal Council based on affordability and the stipulations of the Performance Agreement.
- A merit reward for performance in addition to the annual reviewed remuneration will be considered by the Council not later than September under the following conditions:
 - The payment of the reward will be based on the period under review and result of the performance score.
 - b) The amount of the reward will not exceed 14% of the Employee's total remuneration but will be subjected to affordability to the Municipality.
 - c) The performance score will be obtained by using the performance plan.
 - d) Where external factors have a negative influence on the result of the performance, the Municipality may grant a reward.
 - e) The reward if granted, will be paid annually after the compilation of the financial statements and after finalization of the performance appraisal; and
 - f) The outcome of the performance appraisal will determine the reward.

Table 5: Performance Bonus as per percentage	final score
% Score	% Bonus
130 - 133.89	5%
133.9 – 137.69	6%
137.7 – 141.49	7%
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% Score	%Bonus
141.5 - 145.29	8%
145.3 – 149.99	9%
150 – 153.49	10%
153.5 – 156.89	11%
156.9 – 160.29	12%
160.2 – 163.69	13%
163.7 – 167	14%

- 6.6 For purpose of evaluating the annual performance of the Employee, an Evaluation Panel constituted of the following persons may be established -
 - The Municipal Manager. (i)
 - (ii) A Member of the Executive Committee.
 - Chairperson or relevant delegated member of the Performance Audit (iii) Committee; and
 - The Mayor and/or Municipal Manager from another Municipality (iv)
- 6.7 The manager responsible for human resources of the municipality or delegated assignee must provide secretariat services to the Evaluation Panel referred to above.

Schedule for Performance Reviews

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

> 1st Quarter : July - September 2022 2nd Quarter : October - December 2022 3rd Quarter : January - March 2023 4th Quarter : April - June 2023

- 6.9 The Employer must keep a record of the mid-year review and annual assessment meetings.
- 6.10 Performance feedback must be based on the Employer's assessment of the Employee's performance.
- 6.11The Employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.

6.12 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented, or amended as the case may be on agreement between both parties.

7. OBLIGATIONS OF THE EMPLOYER

The Employer must –

- (1) Create an enabling environment to facilitate effective performance by the employee.
- (2) Provide access to skills development and capacity building opportunities.
- (3) Work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee.
- (4) On the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- (5) Make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

8. CONSULTATION

- The Employer agrees to consult the Employee timeously where the exercising of the Employer's powers 8.1 will --
- have a direct effect on the performance of any of the Employee's functions. 8.1.1
- 8.1.2 commit the Employee to implement or to give effect to a decision made by the Executive Committee.
- 8.1.3 have a substantial financial effect on the Municipality.
- The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the 8.2 exercise of powers contemplated in paragraph 8.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

9. MANAGEMENT OF EVALUATION OUTCOMES

- The evaluation of the Employee's performance will form the basis for rewarding outstanding performance 9.1 or correcting unacceptable performance.
- A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to 9.2 an employee in recognition of outstanding performance.
- 9.3 In the case of unacceptable performance, the Employer shall:

- Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the Employer may, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Employee to terminate the Employee's employment in accordance with the notice period set out in the Employee's contract of employment.

10. <u>DISPUTES RESOLUTION</u>

- 10.1 Any disputes about the nature of the Employee's Performance Agreement whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the agreement, must be mediated by the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee, or any other person designated by the MEC whose decision shall be final and binding on both parties.
- 10.2 Any disputes about the outcome of the Employee's performance evaluation must be mediated by the MEC for local government in the province within thirty days (30) of receipt of a formal dispute from the employee, or any other person designated by the MEC.
- 10.3 Nothing contained in this Agreement in any way limits the right of the Employer to terminate the Employee's Contract of Employment with or without notice for any other breach by the Employee of his obligations to the Municipality or for any other valid reason in law.

11. GENERAL

- 11.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential and may be made available to the public by the Municipality, where appropriate.
- 11.2 Nothing in this Agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his Contract of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.



11.3	At the end of the tunnel, the Employee may not be assessed if s/he presents to be in the employ of the Fetakgomo Tubatse Municipality for a period of less than six (06) months.
Signed	at Burger, Hetakgomo Tubatse Municipality, on this 01 day of July 2023.
AS WI	TNESSES:
1.	
	Director Corporate Services
2.	Fetakgomo Tubatse Municipality
Signed	d at Brys 18 Forth 2023.
AS W	ITNESSES:
1.	
	Municipal Manager
	Fetakgomo Tubatse Municipality
2.	

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ANNEXURE A: PERFORMANCE PLAN

KPI Weighting 1 10%	KPI No KPI					!		
10%		2022/2023 20 Target Te	2023/2024: Target	Jo	<u></u>	03	04	Portfolio of Evidence
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	on Top o	n Top	Layer SDBIP		targets on	Top Layer	Top Layer	Reports
	Layer	ayer			Top Layer	SDBIP	SDBIP	
	SDBIP	SDBIP			SDBIP			
10% 2	%	100%	%06	%06	%06	%06	%06	Audited
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	_				SDBIP			
5	%	100%	100%	50% progress	V\A	20%	N/A	Performanc
%	Progress		Progress in	in cascading		Progress in		e

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agreement		of all level	one	managers;	*assessmen	t results of	all level one	managers				-																				
paipasso	Cascaciig	PMS to	level	01(grade 14	-18)	managers: *	managers: *	Conducted	2023/2024	Mid – year	performanc	Φ	assessment	of all levels	01(grade 14	-18)	managers	(25%); *	Conduct	2022/2023	anual	performanc	Φ	assessment	with all task	grade 14 -	18	managers in	Corporate	services	department	
DMC to love	וס ופעפו	(grade 14 -	18) managers:	*All level	(grade 14 -	18) managers	have signed	į.	performance	agreements		•																				
	Cascadii ig Lin	PMS to level 01	01(grade 14 - 18)	18) *AI	managers: 01(*All level 18	01(grade 14 - hav	-				have signed	their	performance	agreements	(20%) ;	managers:*	Conducted	2023/2024	Mid – year	performance	assessment	of all levels	01(grade 14 -	18) managers	(25%); *	Conduct	2022/2024	annual	performance	assessment	with all task
		scading	MS to	level	1 (grade	4-18)	nanaders																									
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	Signed Performance Agreement, Assessments results	EXCO submission signed by MM or his/her representativ e	EXCO submission signed by MM or his/her
	N/A	2024/2025 Organizatio nal structure approved	1 Labour related Report submitted to Council
	50% Cascading Performance Management to other municipal employees by 30 September 2023: * All municipal employees in corporate have been assessed by 30 March 2024 (50%)	N/A	1 Labour related Report submitted to Council
	N/A	NA	1 Labour related Report submitted to Council
	50% Cascading Performance Management to other municipal employees by 30 September 2023: * All municipal employees in corporate service have signed their 2023/2024 performance agreements (50%)	N/A	1 Labour related Report submitted to Council
grade 14 – 18 managers in Corporate services Department	100% Cascading Performance Management to other municipal employees by 30 June 2024	2024/2025 Organizational structure approved	4 reports on Labour matters submitted to council
	New Project	2023/2024 Organizatio nal Structure approved	4 Labour matters reports submitted to council
	% Cascading Performanc e Manageme nt to other municipal employees	2024/2025 Organizatio nal structure approved	# of Labour related report submitted to council
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	% C2	% %	%2

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representativ e	Acknowledge ment letter from LGSETA	Acknowledge ment letter from the Department of labour		Portfolio of Evidence	S71 Report	Register of invoices
	2023/2024 WSP submitted to LGSETA by 30 April 2024	N/A		Q4	100% spending of Department al budget	15 days Turnaround
	∀ Z	2023/2024 Employment Equity Plan submitted to Department of Labour by 15 January 2024	ement"	0 3	75% spending of Departmenta I budget	15 days Turnaround
	A/N	N/A	VAGEMENT ncial manag	700	50% spending of Departme ntal	15 days Turnaroun
	N/A	N/A	SILITY AND MAN Il municipal fina	ē	25% spending of Departmental budget	15 days Turnaround of 22
-	2023/2024 WSP submitted to LGSETA by 30 April 2024	2023/2024 Employment Equity Plan submitted to Department of Labour by 15 January 2024	KPA 5 : FINANCIAL VIABILITY AND MANAGEMENT OBJECTIVE: "To improve overall municipal financial management"	2023/2024 Target	100% spending of Departmental budget	15 days 15 (Turnaround Tur
	30-Apr-23	15-Jan-23	KPA 5: JECTIVE: "To	2022/2023 Target		30 Days
	Turnaround in submission of 2023/2024 WSP to LGSETA	Turnaround time in submission of 2023/2024 Employmen t Equity Plan to Department of Labour	08	KPI	% spending of Department al budget	Turnaround time in
	2	∞		KPIND	_	3
	% 22	დ %	20%	KPI Weighting	10%	2%

implementation implementat implementati implementa nce Audit	olementatio implementati	implementa im	implementa		
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U2 U3 U4 Poπolio Of Evidence	2023/2024 Target:		<u>a</u>	KPI No	KPI . Weighting
KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION OBJECTIVE: "To promote a culture of participatory and good governance"	KPA 6; GOOD GOVERNANCE AND PUBLIC PARTICIPATION TIVE: "To promote a culture of participatory and good gover	KPA 6: GOOD OBJECTIVE: "To pro			
					25%
expenditur e			expenditure		
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committe	Ð	resolution	register	and	report	Audited	Council	resolution	implemen	tation	report		~~~~~	_	AG action	plan,	Progress	report on	AG action	plan and	other	milestone	တ			
tion of	performanc	e Audit	committee	resolution		100% of	conncil	resolution	relevant to	Corporate	services	department	implemente	q	100%	implementa	tion of	operational	Clean Audit	strategy:	*Implement			75% of the	AG action	plan(50%)
on of	performance	Audit	committee	resolution		100% of	conncil	resolution	relevant to	Corporate	services	department	implemented		20%	implementati	on of	operational	Clean Audit	strategy: *	development	of AG action	plan (25%);	*Implementati	on of at least	
ion of	performanc	e Audit	committee	resolution		100% of	conncil	resolution	relevant to	Corporate	services	department	implemente	q	N/A											
of performance	Audit	committee	resolution			100% of	conncil	resolution	relevant to	Corporate	services	department	implemented		N/A											
n of	performance	Audit	committee	resolution		100% of	conncil	resolution	relevant to	Corporate	services	department	implemented		100%	operational	Clean Audit	strategy	implemented	by 30 June	2024: *	development	of AG action	plan (25%);	*Implementatio	n of at least
tion of	performanc		committee	resolution		80% of	council	resolution	relevant to	Corporate	services	department	implemente	q	New	 ರ								- T		
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	Audited risk managem ent report	
	100% progress in implementa tion of Department al Risks (mitigation	
25% of its AG plan (25%)	100% progress in implementati on of Departmental Risks (mitigation	
	100% progress in implementat ion of Department al Risks (mitigation	
	100% progress in implementation of Departmental Risks (mitigation	
25% of its AG plan (25%);*Implementation of the remaining 75% of the AG action plan(50%)	100% progress in implementatio n of Departmental Risks (mitigation	
	70% of Department al Risks mitigated	
	% progress 7 in inplementa a tion of Department al Risks (mitigation)	
	2	
	5%	25%

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	A	Annexure B: Person	B: Personal Development Action Plan	Action Plan		
Skills/Performance- Gap (In order of priority)	Outcomes Expected (measurable indicators):	Suggesteditraining and/or development activity	Suggested mode of delivery	Suggested Time. Frames	Work opportunity. to practice skills or development Area	Support Person
Human Resources	To learn contemporary	Short Course in	On- line learning	30 th June 2024.	On site- within the	Municipal Manager
Management	trends and approaches in	Human Resources	delivery.		functional space.	
	Human Resources	Management				
	Management and					
	Development					
Public Management	To learn contemporary	Short Course in	On- line learning	30th June 2024.	On site- within the	Municipal
AND THE L	trends and approaches in	Public Management	delivery.		functional space.	Manager
	Public Management					
Business	To acquire knowledge in the	Enrolment for	On- line learning	30 th June 2024.	On site- within the	Municípal Manager
Administration	arena of public value, public	Masters in Business	delivery.		functional space	
	, Human Resources and	Administration				
	Financial management					
	approaches.					
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