



Fezile Dabi

District Municipality

Performance Agreement

Made and entered into by and between:

Councillor M Moshodi (the Executive Mayor)

AND

Ms. L Molibeli (the Municipal Manager)

For the period - 1 July 2021 to 30 June 2022

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Performance agreement entered into by and between:

Fezile Dabi District Municipality herein represented by **Councillor M Moshodi** in his capacity as the Executive Mayor (hereinafter referred to as the Employer or Supervisor), and

Ms. L Molibeli, the Municipal Manager of the Fezile Dabi District 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 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.
- 1.3 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.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

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) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 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 the suitability of the Employee for permanent employment and/or to assess whether the Employee has met the performance expectations applicable to his/her 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 **1st July 2021** and will remain in force until **30th June 2022** where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next quarter or any portion thereof, if applicable.
- 3.2 The parties will review the provisions of this Agreement at the end of each quarter. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least every quarter (if applicable) by not later than the beginning of each successive quarter.
- 3.3 This Agreement will terminate on the termination of the Employee's 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 the Budget of the Employer, and shall 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 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.
- 5.4 The Employee agrees to participate in the performance management and development system that the Employer adopts.
- 5.5 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.
- 5.6 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.
- (a) The Employee must be assessed against both components with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Competencies (CMCs) respectively.
- (b) Each area of assessment will be weighted and will contribute a specific part to the total score.
- (c) KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.

5.7 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% of the overall assessment result as per the weights agreed to between the Employer and the Employee:

Key Performance Areas (80% of Total)	Weighting
Municipal Transformation and Organizational Development	35
Infrastructure Development and Basic Service Delivery	10
Local Economic Development (LED)	0
Municipal Financial Viability and Management	0
Good Governance and Public Participation	55
Total	100%

5.8 The CMCs will make up the other 20% of the Employee's assessment score. CMCs that are deemed to be most critical for the Employee's specific job should be selected from the list below as agreed to between the Employer and Employee:

No.	Leading Competencies		
	Competency Description	Driving Competencies	Weighting
1	Strategic Direction and Leadership	<ul style="list-style-type: none"> Impact and influence Institutional Performance Management Strategic Planning and Management Organisational Awareness 	20
2	People Management	<ul style="list-style-type: none"> Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management 	5
3	Program and Project Management	<ul style="list-style-type: none"> Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	5
4	Financial Management	<ul style="list-style-type: none"> Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring 	20
5	Change Leadership	<ul style="list-style-type: none"> Change and Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	15
6	Governance Leadership	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	15

No.	Leading Competencies		
	Competency Description	Driving Competencies	Weighting
No.	Core Competencies		Weighting
	Competency Description		
1	Moral Competence		20
2	Planning and Organising		
3	Analysis and Innovation		
4	Knowledge and Information Management		
5	Communication		
6	Resulting and Quality Focus		
TOTAL			100
<i>(NB: the sum total of weighted Leading and Core Competencies must always be equals to 100)</i>			

6. Evaluating performance

6.1 The Performance Plan (Annexure A) to this Agreement sets out:-

- (a) the standards and procedures for evaluating the Employee's performance; and
- (b) the intervals for the evaluation of the Employee's performance.

6.2 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.

6.3 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.

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

6.5 The annual performance appraisal will involve:

6.5.1 Assessment of the achievement of results as outlined in the performance plan:

- (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 must then be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the CMCs:

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

6.5.3 Overall rating:

- (a) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
- (b) The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The key appraisal indicates that the employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Performance not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully					

Level	Terminology	Description	Rating				
			1	2	3	4	5
		effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

6.6 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established:-

- 6.6.1 The Municipal Manager
- 6.6.2 Chairperson of the Audit Committee
- 6.6.3 Member of the Mayoral Committee
- 6.6.4 Municipal Manager or Senior Manager from another municipality

7. Schedule for performance reviews

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

Period	Times Frames	Performance Review time-lines
1 st Quarter	1 July to 30 September 2021	not later than 15 October 2021
2 nd Quarter	1 October to 31 December 2021	not later than 15 January 2022
3 rd Quarter	1 January 2022 to 31 March 2022	not later than 15 April 2022
4 th Quarter	1 April 2022 to 30 June 2022	not later than 15 July 2022

7.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

7.4 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.

7.5 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.

8. Developmental requirements

The Personal Development Plan (PDP) for addressing developmental gaps is part of the attached **Annexure A**.

9. Obligations of the employer

9.1 The Employer shall –

- 9.1.1 create an enabling environment to facilitate effective performance by the employee;
- 9.1.2 provide access to skills development and capacity building opportunities;
- 9.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 9.1.4 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
- 9.1.5 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.

10. Consultation

10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others:-

- 10.1.1 a direct effect on the performance of any of the Employee's functions;
- 10.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and
- 10.1.3 a substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

11. Management of evaluation outcomes

11.1 The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

11.2 A performance bonus of between **5%** and **14%** of all-inclusive annual remuneration package may be paid to the employee in recognition of outstanding performance to be constituted as follows:

11.2.1 The performance bonus payment shall be categorised in two bands with some ranges per band. The first performance bonus (cash rewards) payment band ranges between 5% and 9% of the all-inclusive remuneration package, as follows:

- (i) A score of 130% -138% to qualify for 5% bonus;
- (ii) A score of above 138%-148% to qualify for 7% bonus;
- (iii) A score of above 148%-149% to qualify for 9%.

11.2.2 The second performance bonus (cash rewards) payment band ranges between 10% and 14% of the all-inclusive remuneration package, as follows:

- (i) A score of 150% - 155% to qualify for 10% bonus;
- (ii) A score of above 155% - 160% to qualify for 13% bonus;
- (iii) A score of above 160% to qualify for 14% bonus.

11.3 The performance achievement ranging between 100% and 129% shall be regarded as performance that does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. This will imply that the employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. **This category of performance shall not be rewarded.**

11.4 In the case of unacceptable performance, the Employer shall –

11.4.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

11.4.2 after appropriate performance counselling 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.

12. Consequences of Substandard Performance

- 12.1. A level of performance achievement of below 60% shall warrant the employer to execute corrective measures that may include disciplinary measures due to incapacity.
- 12.2. Should the employee score below 60%, the employer, together with the employee shall develop a Remedial and Developmental Support Plan within 30 days of the Mid-Year Performance Review to assist the employee to improve performance. The design of the plan will be such that there should be performance improvement within 6 months of its implementation.
- 12.3. The plan will clearly specify that there should be performance improvement within 6 months of its implementation, and will also outline the responsibilities of the employer as well as the responsibilities of the employee with regard to its implementation.
- 12.4. If after 6 months, during the end-year performance review, the employee concerned still achieves a score of less than 60% and the employer has evidence or proof that it met its responsibilities in terms of implementing the remedial and developmental support plan, the employer will consider steps to terminate the contract of the employee on the grounds of poor performance or operational incapacity.

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 provided for, shall be mediated by:
 - 13.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 13.1.2 any other person appointed by the MEC.
- 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 diminishes 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.

(Signature Page)

Thus done and signed at _____ this _____ day of _____ 2021

Employee:

Signature: _____ Name Print: _____

Witnesses:

1. Signature: _____ Name Print: _____

2. Signature: _____ Name Print: _____

For and on behalf of Fezile Dabi District Municipality:-

Employer:

Signature: _____ Name Print: _____

Witnesses:

1. Signature: _____ Name Print: _____

2. Signature: _____ Name Print: _____

Annexure A:

Performance Plan of the Municipal Manager of Fezile Dabi District Municipality

1. Purpose

The performance plan defines the Council's expectations of the Employee's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

2. Key responsibilities

The following objects of local government will inform Employee's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3. Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

- 3.1 Municipal Transformation and Organisational Development.
- 3.2 Infrastructure Development and Service Delivery.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

This plan consists of the following 4 parts:

1. Key Performance Areas (KPAs) schedule, detailing key objectives and their related performance indicators, weightings and target dates
2. A Competency Requirements (CR) schedule, setting out selected leading and core competencies
3. Personal Development Plan (PDP), for addressing developmental gaps
4. Record of assessment meetings (Control Sheet)

1. Key Performance Areas schedule, details key objective and their related performance indicators, weightings and target dates

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
KPA 1: Municipal Transformation and Organisational Development	35	1.1(a)	To ensure retention of adequately skilled and experience employees.	Retained 80% of the currently employed Senior Management by 30 June 2022.	Senior Management as at June 2021 (i.e 1 x Municipal Manger & 4 Senior Mangers).	1 July 2021- 30 June 2022	% of the currently employed Senior Management retained by 30 June 2022.	100%	
		1.1(b)		Retained 80% of the currently employed Level 1 – 3 Managers by 30 June 2022	Level 1-3 managers as at 30 June 2021(i.e 25 Middle Managers & 9 Junior Managers)	1 July 20201- 30 June 2022	% of the currently Level 1 – 3 Managers retained by 30 June 2022.	100%	
		1.2(a)	To maintain sound labour relations so as to minimise labour disputes and improve efficiency in work.	Nil / Zero disputes filed by employees due to the municipality's non-compliance with Collective Agreements, Basic Conditions of Employment Act, Labour Relations and & institutional policies pertaining to labour	Three (3) labour disputes filled by 30 June 2021.	1 July 2021 - 30 June 2022	Number of disputes filed by employees due to the municipality's non-compliance with Collective Agreements, Basic Conditions of Employment Act, Labour Relations and & institutional policies pertaining to labour	Nil	

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
				relations by 30 June 2022.			relations by 30 June 2022.		
		1.3(a)	Improve administrative and financial capability of the municipality.	100% of Auditor-General's findings relating to financial management, leadership, predetermined objectives and other matters addressed by 30 June 2022	100% of Post Audit Action Plan for matters relating to leadership, pre-determined objectives resolved and other matters and 100% of matters relating to findings on pre-determined objectives during 2020/21.	1 July 2021– 30 June 2022.	% of Auditor-General's findings relating to financial management, leadership, predetermined objectives and other matters addressed by 30 June 2022.	100%	
		1.3(b)	Improve administrative and financial capability of the municipality.	The municipality's staff establishment reviewed in line with regulation 4(3) of 2014 Regulations on Appointment and Basic Conditions of Senior	Staff Establishment as at 30 June 2020	1 July 2021– 30 June 2022.	Detailed report on the municipality's staff establishment review in line with regulation 4(3) of 2014 Regulations on Appointment and Basic Conditions of Senior	1	

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
				Managers by 30 June 2022			Managers by 30 June 2022		
		1.3(c)	Improve administrative and financial capability of the municipality.	Four (4) quarterly internal (SHREQ) compliance reports with indicators of highest level of compliance with all applicable SHREQ legislation prepared and submitted to Council by 30 June 2022.	4 quarterly internal (SHREQ) compliance reports in 2020/21.	30 September 2021, 31 December 2021, 31 March 2022, 30 June 2022.	Number of quarterly internal (SHREQ) compliance reports with indicators of highest level of compliance with all applicable SHREQ legislation prepared and submitted to Council by 30 June 2022.	4	
		1.3(e)		Twelve (12) monthly Senior Management meetings convened for inclusive and continuous strategic alignment of organisational goals and performance by 30 June 2022.	Seven (7) monthly Senior Management meetings convened in 2020/21	1 July 2021 – 30 June 2022.	Number of monthly Senior Management meetings convened for inclusive and continuous strategic alignment of organisational goals and performance by 30 June 2022.	12	

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
		1.4(a)	Ensure that the district's approach to integrated development planning and policy formulation is informed by relevant, up to date and timely sector plans. Ensure that the district's approach to integrated development planning and policy formulation is informed by relevant, up to date and timely sector plans. Ensure that the district's	The following key Sector Plans that support the IDP developed, annually reviewed and submitted to council for approval by 31 May 2022: <ul style="list-style-type: none"> • Spatial Development Framework (SDF); • Fraud Prevention Plan (FPP); • HIV/AIDS Sector Plan (HIV/AIDSSP). 	The following available sectors plans as at 30 June 2022: <ul style="list-style-type: none"> • (SDF); • (FPP); • (HIV/AIDSSP). 	1 July 2021 – 30 June 2022.	Copies of developed and / or annually reviewed and sector plans listed below and proof of their submission to council for approval by 31 May 2021: <ul style="list-style-type: none"> • Spatial Development Framework (SDF); • Fraud Prevention Plan (FPP); • HIV/AIDS Sector Plan (HIV/AIDSSP). 	3	
		1.4(b)	approach to integrated development planning and policy formulation is informed by relevant, up to date and timely sector plans.	80% improvement in annual assessment ratings of the municipality's IDP by CoGTA by 30 June 2022	2020/21 CoGTA IDP Assessment Report.	1 July 2021 – 30 June 2022.	% improvement in annual assessment ratings of the municipality's IDP by CoGTA by 30 June 2022.	80%	

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
		1.4(c)		Four (4) District IDP Managers Forums Meetings and one (1) IDP Steering Committee meeting convened by 30 June 2022.	2 District IDP Managers Forums Meetings convened in 2020/21.	30 September 2021, 31 December 2021, 31 March 2022, 30 June 2022	Number of District IDP Managers Forums Meetings and one (1) IDP Steering Committee meeting convened by 30 June 2022	4	
KPA 2: Basic Service Delivery and Infrastructure Development	10	2.1	To assist local municipalities in the district in setting up their road asset management systems and to collect roads and traffic data in the district in line with the Road Infrastructure Strategic Framework for South Africa (RISFSA).	A focused roads conditions assessment initiated and completed on 2 052 km road networks in the district in line with Rural Roads Asset Management System (RRAMS) Grant conditions and a final report prepared and submitted to the Provincial and National Department of Roads by 30 June 2022.	2019/20 – 2020/21 RRAMS road conditions assessment report.	30 September 2021, 31 December 2021, 31 March 2022, 30 June 2022	RRAMS project close-up report submitted to the Provincial and National Departments of Roads.	2 052 km	

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
KPA 5: Good Governance & Public Participation	55	5.1(a)	To enforce, promote and adhere to Good Governance practices by complying with prescribed laws and regulations at all levels within the organisation.	Top-Layer SDBIP for each financial year submitted to the Executive Mayor within 14 days of approval of the budget and approved by the Executive Mayor within 28 days after approval of the annual budget.	2020/21 Top-Layer SDBIP	Submission: 14 July 2021 Approval: 28 July 2021	Number of SDBIP for each financial year submitted to the Executive Mayor within 14 days of approval of the budget and approved by the Executive Mayor within 28 days after approval of the annual budget.	1	
		5.1(b)	To enforce, promote and adhere to Good Governance practices by complying with prescribed laws and regulations at all levels within the organisation.	Four (4) signed Performance Agreements & Plans for four (4) senior managers concluded for 2020/21 financial year by 31 July 2021.	2020/21 Performance Agreements & Plans.	31 July 2021	5 Performance Agreements & Plans for 2021/22.	4	
		5.1(c)	To enforce, promote and adhere to Good Governance practices by complying with	Four (4) quarterly performance assessment reports for the Municipal Manager	Four (4) quarterly performance assessment reports of 2020/21.	31 August 2021	Number of quarterly performance assessment reports for the Municipal Manager	4	

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
			prescribed laws and regulations at all levels within the organisation.	and four (4) senior managers concluded and signed-off not later than 30 days after the end of each quarter and 1 annual performance report for signed-off and submitted to the Auditor- General by 31 August 2021.			and four (4) senior managers concluded and signed-off not later than 30 days after the end of each quarter and 1 annual performance report for signed-off and submitted to the Auditor- General by 31 August 2021.		
		5.1(d)	To enforce, promote and adhere to Good Governance practices by complying with prescribed laws and regulations at all levels within the organisation.	One (1) signed-off Mid-Term budget and performance assessment report for each financial year submitted to the Executive Mayor, Provincial & National Treasuries by 25 January 2022.	2020/21 signed-off Mid- Term budget and performance assessment report.	25 January 2022	Number of signed-off Mid- Term budget and performance assessment report for each financial year submitted to the Executive Mayor, Provincial & National Treasuries by 25 January 2022.	1	

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
		5.1(e)	To enforce, promote and adhere to Good Governance practices by complying with prescribed laws and regulations at all levels within the organisation.	One (1) audited annual report for each financial year submitted to Provincial Treasury, CoGTA and National Treasury by 31 January 2022.	2020/20 Audited annual report for each financial year submitted to Provincial Treasury, CoGTA and National Treasury by 31 January 2021.	31 January 2022	Number of audited annual report for each financial year submitted to Provincial Treasury, CoGTA and National Treasury by 31 January 2022.	1	
		5.2(b)		Four (4) IDP Public Participation meetings and one (1) IDP Rep Forum meetings convened by 30 June 2022.	4 IDP Public Participation Meetings, 1 IDP Steering Committee Meetings held in 2020/21	1 July 2021 - 31 March 2022	Number of IDP Public Participation meetings and number of IDP Rep Forum meetings convened by 30 June 2022.	1	
		5.4(b)	To promote and facilitate Intergovernmental Relations amongst stakeholders in the district.	Two (2) Technical IGR meetings convened by 30 Jun 2022.	8 Technical IGR meeting was held in 2020/21.	30 Jun 2021	Number of Technical IGR meetings convened by 30 Jun 2022.	2	
		5.4(c)		Four (4) Municipal	1 Municipal Manager's Forum	30 Jun 2021	Number of Municipal	4	

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
				Manager's Forum meetings convened by 30 June 2022.	meetings held in 2020/21.		Manager's Forum meetings convened by 30 June 2022.		
		5.4(f)	To promote and facilitate Intergovernmental Relations amongst stakeholders in the district.	Four (4) Communications Forum meetings convened by 30 June 2022.	2 Communications Forum meetings convened in 2020/21.	30 September 2021, 31 December 2021, 31 March 2022, 30 June 2022	Number of Communications Forum meetings convened by 30 June 2022.	4	
		5.4(g)	To promote and facilitate Intergovernmental Relations amongst stakeholders in the district.	Two (2) Energy Forum meetings convened by 30 June 2022.	Four (4) Energy Forum meetings convened in 2020/21.	30 September 2021, 31 December 2021, 31 March 2022, 30 June 2022	Number of Energy Forum meetings convened by 30 June 2022.	2	
		5.4(i)	stakeholders in the district.	Four (4) Back to Basics Forum meetings convened by 30 June 2022.	4 Back to Basics meetings were held in 2020/21	30 September 2021, 31 December 2021, 31 March 2022, 30 June 2022	Number of Back to Basics Forum meetings convened by 30 June 2022.	4	
		5.4(j)		Two (2) Water Sector Forum meetings convened by 30 June 2022.	2 Water Sector Forum meeting held in 2020/21	31 December 2021 30 June 2022	Number of Water Sector Forum meetings convened by 30 June 2022.	4	

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
		5.4(k)		Four (4) Disaster Management Forum meetings convened by 30 June 2021.	3 Disaster Management meetings held in 2019/20	30 September 2021, 31 December 2021, 31 March 2022, 30 June 2022	Four (4) Disaster Management Forum meetings convened by 30 June 2022.	4	
		5.5(a)	To ensure effective oversight over the affairs of the municipality.	Four (4) Internally Audited quarterly performance reports of the Municipal Manager and 4 Senior Managers and draft annual reports prepared and submitted to the Audit Committee & MPAC by 30 June 2022.	4 quarterly performance reports and 1 draft annual report for 2020/21 internally audited in 2021/22.	30 September 2021, 31 December 2021, 31 March 2022, 30 June 2022	Number of Internally Audited quarterly performance reports of the Municipal Manager and 4 Senior Managers and draft annual reports prepared and submitted to the Audit Committee & MPAC by 30 June 2022.	4	
		5.5(b)	To ensure effective oversight over the affairs of the municipality.	Four (4) quarterly Internal Audit reports on the assessment of the effectiveness of controls within the municipality submitted to the Audit –	2 quarterly Internal Audit reports of 2020/21	30 September 2021, 31 December 2022, 31 March 2022, 30 June 2022	Number of quarterly Internal Audit reports on the assessment of the effectiveness of controls within the municipality submitted to the Audit –	4	

Key Performance Area	Weighting	ID	Strategic Objective	Key Performance Indicator	Baseline Information	Target			Progress on date of review
						Time frames	Quality	Quantity	
				Committee by 30 June 2022.			Committee by 30 June 2022.		
		5.6	To build a risk conscious culture within the organisation.	Four (4) quarterly risk assessments performed and risk register and risk mitigation plans subsequently updated by 30 June 2022.	4 quarterly risk assessments performed in 2020/21.	30 September 2021, 31 December 2021, 31 March 2022, 30 June 2022	Number of quarterly risk assessments performed and risk register and risk mitigation plans subsequently updated by 30 June 2022.	4	

2. Competency Requirements (CR) schedule, setting out selected leading and core competencies

Leading and Core Competencies	Weighting	Description/Definition	Comments/Observations	Rating			
				1Q	2Q	3Q	4Q
Leading Competencies (All compulsory)				1Q	2Q	3Q	4Q
Strategic Direction and Leadership		Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.					
People Management		Effectively manage, inspire and encourage people, respect and diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives					
Program and Project Management		Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives					
Financial Management		Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner					
Change Leadership		Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community					
Governance Leadership		Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualism of relevant policies and enhance cooperative governance relationships					
Core Competencies (All Compulsory)				1Q	2Q	3Q	4Q

Leading and Core Competencies	Weighting	Description/Definition	Comments/Observations	Rating			
Moral Competence		Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence					
Planning and Organising		Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency to plans to manage risk					
Analysis and Innovation		Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives					
Knowledge and Information Management		Able to promote the generation and sharing of knowledge and information through various process and media, in order to enhance the collective knowledge base of local government					
Communication		Able to share information, Knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively					
Resulting and Quality Focus		Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.					
Signed and accepted by (Employee):			Date:				
Signed and accepted by (Executive Mayor) on behalf of Council:			Date:				

3. Personal Development Plan

Employee's Name:	LM Molibeli	Employee Number	
Job Title:	Municipal Manager	Department:	Municipal Manager
Manager / Immediate Supervisor:	M Moshodi	Date:	
Development need	Activity	When	Learning Outcome
<i>Signed and accepted by (Employee):</i>		Date:	
<i>Signed and accepted by (Executive Mayor) on behalf of Council:</i>		Date:	

Municipal Manager _____ Executive Mayor _____

4. Record of assessment meetings (Control Sheet)

Employee's Name:	LM Molibeli		
Employee Number:			
Department:	Municipal Manager		
Job Title:	Municipal Manager		
Manager / Immediate Supervisor:	M Moshodi		
Date:			
Date of assessment meeting	Employee's views on differences of assessment	Comments of the Employer	Action to be taken if any (feedback to be given to employee)
Q1:			
Q2:			
Q3:			
Q4:			
Additional review:			
<i>Signed and accepted by (Employee):</i>		Date:	
<i>Signed and accepted by (Executive Mayor) on behalf of Council:</i>		Date:	

(Signature Page)

Thus done and signed at _____ this _____ day of _____ 2021

Employee:

Signature: _____ Name Print: _____

Witnesses:

1. Signature: _____ Name Print: _____

2. Signature: _____ Name Print: _____

For and on behalf of Fezile Dabi District Municipality:-

Employer:

Signature: _____ Name Print: _____

Witnesses:

1. Signature: _____ Name Print: _____

2. Signature: _____ Name Print: _____