

**HARRY GWALA DISTRICT MUNICIPALITY
PERFORMANCE AGREEMENT
FOR
YEAR 2023/2024**

**MADE AND ENTERED INTO BY AND BETWEEN
Mr. Gamakulu Ma-Art Sineke**

The Municipal Manager of the Harry Gwala District
Municipality
(Hereinafter referred to as the "Municipal Manager")

And

Mrs. Thobile Thelma Thiyane-Magaqa

The Executive Director: Corporate Services of the Harry
Gwala District Municipality
(Hereinafter referred to as "Executive Director")

INTRODUCTION

(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".

(2) Section 57(1)(b) of the Systems Act, read with the Memorandum of Agreement of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement. The employer must conclude a Performance Agreement within 90 days of assumption of duty and renew it annually within one month of the commencement of the beginning of the financial year.

(3) The parties will 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 as defined in the municipal IDP.

(4) The parties will 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 Memorandum of Agreement of Employment entered into between the parties;

2.2. Comply with the provisions of section 32(1)(b), (c),(d), sub-section (2)(a)(i) and (ii), sub-section (3) and (4)(a),(b), (c)(i) and (ii) of the Municipal Finance Management Act and adhere to the finance policies, laws, procedures and other legal prescripts.

2.3. To ensure that all Heads of Departments implement the Risk Mitigation Plans timely in line with the Risk Management register.

2.4. To comply with provisions made in regulation 14 subsection (1) (c) (i) and (ii), sub-section (4)(a)(i), (ii), (iii) of the Local Government: Municipal Planning and Performance Management Regulations of 2006, all Head of

Department to prioritize the implementation of unresolved audit queries in line with the recommendations made by the Internal Audit Unit

2.5. To ensure that all Heads of Departments prepare the quarterly performance reports and submits to the Performance Management Unit timely with the Portfolio of evidence and the signed Quality Assurance Certificate.

2.6. Communicate to the Employee the Employer's performance expectations and accountabilities by specifying objectives and targets as defined in the IDP;

2.7. Specify accountabilities as set out in the Performance Scorecard/Service Delivery Budget Implementation Plan (SDBIP) marked Annexure "A"

2.8. Monitor and measure performance against set targeted outputs; in terms of the said Performance Scorecard/SDBIP.

2.9. Use the Performance Agreement and Performance Scorecard /SDBIP to assess whether the Employee has met the performance expectations applicable to his/her job;

2.10. Appropriately reward the Employee in accordance with the Employer's performance management policy or institute sanctions for consistent under-performance.

2.11. 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 **1 July 2023** and will remain in force until **30 June 2024** where after a new Performance Agreement and new Performance Scorecard/SDBIP shall be concluded between the parties for the next financial year or any portion thereof.

3.2. The parties will review the provisions of this Agreement during June each year and will conclude a new Performance Agreement (and Performance Scorecard/SDBIP) that replaces this Agreement at least once a year but not later than one month after the commencement of the new financial year.

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 abovementioned 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.

3.6. Any significant amendments/ deviations referred to in 3.4 and 3.5 above must take cognisance of, where relevant, the requirements of sections 34 and 42 of the Systems Act, and must be done in terms of regulation 4 (5) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to the Municipal Manager, 2006 ("the Regulations").

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 Annexures "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. The Quality

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Assurance Certificate must be signed by the Executive Director Corporate services department to commit that the performance information provided is accurate and reliable.

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.

4.5. The Employee's performance will, in addition, be measured in terms of the 100% grants expenditure on all grants received by the municipality in each year (i.e. MIG, WSIG, FMG, RBIG, RAMS (if applicable)).

4.6. The Employee's performance will, in addition, be measured in terms of the implementation of all projects and programs as stipulated in the timelines as per the approved scope to ensure timeous completion.

5. PERFORMANCE MANAGEMENT SYSTEMS

5.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer itself, 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 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.

5.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which are contained in the Performance Agreement.

5.6. 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.

5.7. KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.

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

5.9. The Employee's assessment will be based on his performance in terms of the outputs/ outcomes (performance indicators) identified as per attached SDBIP/Performance Scorecard (Annexure "A" and "B"), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Responsibilities contained in the employee's Job Description linked to the Key Performance Areas (KPA's) in his/her SDBIP/Performance Plan		Weighting
1	Service Delivery and Infrastructure	5
2	Municipal Transformation and Organisational Development	70
3	Local Economic Development and Social Development	5
4	Municipal Financial Viability and Management	5
5	Good Governance and Public Participation	10
6	Cross Cutting	5
TOTAL		100%

5.10. 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.

Annexure "D" provides the scoring template for the Core Competency requirements identified in the Table hereunder.

Core Competency Assessments will be conducted during quarterly face-to-face Performance Assessments. The Mayor shall conduct Core Competency Assessments for the Municipal Manager. The Municipal Manager shall conduct Core Competency Assessments for Section 57 Managers. Where agreement on the allocation of a score (on the range 1 – 5) cannot be reached, the onus rests with the Employee to provide evidence of their claim to possession of the disputed Core Competency.

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2.3. To ensure that all Heads of Departments implement the Risk Mitigation Plans timely in line with the Risk Management register.

2.4. To comply with provisions made in regulation 14 subsection (1) (c) (i) and (ii), sub-section (4)(a)(i), (ii), (iii) of the Local Government: Municipal Planning and Performance Management Regulations of 2006, all Head of

Department to prioritize the implementation of unresolved audit queries in line with the recommendations made by the Internal Audit Unit

2.5. To ensure that all Heads of Departments prepare the quarterly performance reports and submits to the Performance Management Unit timely with the Portfolio of evidence and the signed Quality Assurance Certificate.

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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 Annexures "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. The Quality

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Assurance Certificate must be signed by the Executive Director Corporate services department to commit that the performance information provided is accurate and reliable.

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.

4.5. The Employee's performance will, in addition, be measured in terms of the 100% grants expenditure on all grants received by the municipality in each year (i.e. MIG, WSIG, FMG, RBIG, RAMS (if applicable)).

4.6. The Employee's performance will, in addition, be measured in terms of the implementation of all projects and programs as stipulated in the timelines as per the approved scope to ensure timeous completion.

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5.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer itself, management and municipal staff of the Employer.

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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.

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5.7. KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.

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

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5.9. The Employee's assessment will be based on his performance in terms of the outputs/ outcomes (performance indicators) identified as per attached SDBIP/Performance Scorecard (Annexure "A" and "B"), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Responsibilities contained in the employee's Job Description linked to the Key Performance Areas (KPA's) in his/her SDBIP/Performance Plan		Weighting
1	Service Delivery and Infrastructure	5
2	Municipal Transformation and Organisational Development	70
3	Local Economic Development and Social Development	5
4	Municipal Financial Viability and Management	5
5	Good Governance and Public Participation	10
6	Cross Cutting	5
TOTAL		100%

5.10. 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.

Annexure "D" provides the scoring template for the Core Competency requirements identified in the Table hereunder.

Core Competency Assessments will be conducted during quarterly face-to-face Performance Assessments. The Mayor shall conduct Core Competency Assessments for the Municipal Manager. The Municipal Manager shall conduct Core Competency Assessments for Section 57 Managers. Where agreement on the allocation of a score (on the range 1 – 5) cannot be reached, the onus rests with the Employee to provide evidence of their claim to possession of the disputed Core Competency.

Annexure "D" presumes the assessors will refer to the detailed Department of Public Service & Administration Guidelines (SMS Handbook Chapter 5) of what specific components of a Core Competency need to be demonstrated in order to qualify for the score awarded.

CORE MANAGERIAL COMPETENCIES		
LEADERSHIP COMPETENCIES	✓	Weight
1.Strategic Direction & Leadership		20
2. People Management		20
3. Programme & Project Management		20
4.Financial Management		10
5.Change Leadership		10
6. Governance Leadership		20
Total	100%	100%
CORE COMPETENCIES	✓	Weight
1.Moral Competencies		20
2. Planning & Organizing		20
3. Analysis & Innovation		20
4.Knowledge and Information Management		10
5. Communication		10
6. Results and Quality focus		20
Total	100%	100%

Managers must subscribe to the following Batho Pele principles:

- **Consultation**
- **Setting Service Standards**
- **Increasing access**
- **Ensuring courtesy**
- **Providing information**
- **Openness and transparency**
- **Redress**
- **Value for money**

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- **Encouraging innovation and rewarding excellence**
- **Customer impact**
- **Leadership and Strategic Direction**

6. EVALUATING PERFORMANCE

6.1. The organisation's PMS Policy and User Manual to be read together with 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.

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 shall be documented up-front in this Performance Agreement and additional needs may be identified during any performance review discussion. Annexure "C" documents in a Personal Development Plan, the Employee's personal growth and development needs at the beginning of the financial year as well as the actions agreed to. Implementation must take place within set time frames, including attendance at, at least 1 week-long training workshop per year – to allow the Employee to remain abreast of the latest developments in his/her field of work for the Employer.

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 SDBIP/Performance Scorecard:

(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.

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(b) An indicative rating on the five-point scale should be provided for each KPA.

(c) The applicable assessment rating calculator (refer to paragraph 6.5.2 below) must then be used to add the scores and calculate a final aggregate 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 (refer to paragraph 6.5.1 above) must then be used to add the scores and calculate a final aggregate score.

7. Management of Performance Outcomes

Detail regarding the recognition and commensurate rewards for performance exceeding stipulated targets in the SDBIP are documented in the municipality's PMS Policy and User Manual – according to the August 2006 PMS Regulations.

Annexure "E" provides the process to be followed in the event the Employer fails to meet his/her performance objectives. Poor performance shall be deemed consistent once two consecutive quarterly performance face-to face appraisals reveal declining achievements against set targets.

8. Recognition for Performance of additional tasks

Over and above KPA's where performance will be measured against SDBIP entries, recognition may be given for the performance of additional tasks. Rewards will be at the discretion of the Harry Gwala District Municipality's Executive Committee.

8.1. Complying with section 32(1) (c) (d) of the Municipal Finance Management Act, No 56 of 2003 which states that any official of the

municipality who deliberately or negligently committed, made or authorized an irregular expenditure, is liable for that expenditure

8.2. Any official of the municipality who deliberately or negligently committed, made or authorized a fruitless and wasteful expenditure is liable for that expenditure

8.3. Prioritizing the implementation of unresolved audit queries in line with the recommendations made by the Internal Audit Unit in the audit assignment.

8.4. Prioritizing the Risk Mitigation Plans timely in line with the Risk Management register

8.5. Adhering to all the financial management legal prescripts (policies, laws, resolutions and procedures).

8.6. Comply with regulation 10 of the Local Government: Municipal Planning and Performance Management Regulations (2001) by ensuring provision of work opportunities and income support to poor and unemployed people through labour intensive on capital projects, internship programme, local economic development initiatives and Expanded Public Works Programme.

8.7. Rewards regarding the above mentioned tasks will be at the discretion of the Harry Gwala District Municipality's Executive Committee.

8.8. The attainment of an unqualified audit outcome is the minimum standard by which the performance of the Accounting Officer and Senior Managers, will be measured in accordance with the Municipality's Management System.

8.9. Municipal Council will not pay future performance bonuses, to the Accounting Officer, Senior Managers and relevant officials who cause the municipality to attain a negative audit outcome and who are responsible for unauthorised, irregular, fruitless or wasteful expenditure.

8.10. Council commits to providing all the tools that will be necessary for the Accounting Officer, Senior Managers to perform their duties effectively, in order to attain an Unqualified Audit Outcome.

8.11. The Manager responsible for this Department is enjoined to adhere to proper Records Management principles for Auditing Purposes.

9. Performance Reviews

The evaluation of the Executive Director: Corporate Services performance will be done by:

1. The Manager
2. Chairperson of the Performance Audit Committee or the Audit Committee in the absence of the Performance Audit Committee
3. One Executive Committee Member
4. Municipal Manager from another municipality
5. Human Resources Manager

An audited performance report will be tabled to the Executive Committee. The performance of the Executive Director: Corporate Services shall be reviewed on the following dates:

First Quarter: July-September Date: 30 November 2023

Second Quarter: October-December Date: 31 March 2024

Third Quarter: January- March Date: 31 May 2024

Fourth Quarter: April-June Date: 31 August 2024

a. Consequences of Substandard Performance

Where the Municipal Manager is, at any time during the Executive Director: Corporate Services employment, not satisfied with his performance with respect to any matter dealt with in this Agreement, the Municipal Manager will give three days written notice to the Executive Director to attend a meeting with the Municipal Manager to discuss the issues contained in the written notice.

The Executive Director: Corporate Services will have the opportunity at the meeting to provide the Municipal Manager with reasons for substandard performance and the measures or programs being taken to ensure that the

Executive Director's performance becomes satisfactory, including any dates for implementing these measures.

Where there is a dispute or difference as to the performance of the Executive Director under this Agreement, the parties will confer with a view to resolving the dispute or difference.

If at any stage thereafter the Municipal Manager holds the view that the performance of the Executive Director: Corporate Services is not satisfactory, the municipality will, subject to compliance with a fair procedure and substantive fair reason contemplated in Schedule 8, namely: Code of Good Practice of the Labour Relations Act, Act 66 of 1995, be entitled by notice in writing to the Executive Director to hold a formal disciplinary hearing; or alternatively in terms of the provisions set out in Section 188 A of the Act, or whichever is applicable with a third party to chair the disciplinary hearing.

Nothing contained in this agreement in any way limits the right of the Municipality to terminate the employment of the Executive Director: Corporate Services with or without notice for any other breach of his obligations to the Municipality or for any other valid reasons in law.

11. RULING LANGUAGE

The contract is made in English, which shall be the ruling language. All correspondences between the parties to this contract and all reports and documentation pertaining to this contract shall be in English.

12. Terms of Contract

This contract shall be deemed to have been entered into on the **1st of July 2023** and will expire on the **30th of June 2024**. The parties will enter into a new performance agreement that replaces this agreement by no later than the **31 of July 2024**.

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13. Dispute Resolution

Any disputes about the nature or content of the Employee's Performance agreement, must be mediated by-

The member of the Executive Council responsible for local government in the province, in the case of the Municipal Manager, or other person appointed by the said member of the Executive Council; and

The mayor, in the case of Managers' directly accountable to the Municipal Manager, within thirty days of receipt of a formal dispute from the Employee.

Any disputes about the outcome of the performance evaluation, must be mediated by-

The member of the Executive Council for local government in the province or any other person appointed by the MEC, in the case of Manager; and

A municipal councillor, in the case of managers directly accountable to the Municipal Manager, within thirty days of receipt of formal dispute from the Employee.

The decision of the Mediator contemplated in sub-clauses (1) and (2) will be final and binding on both parties.

14. Limitations of this Contract

This performance agreement is between the Municipal Manager and the Executive Director: Corporate Services on the expected performance during the **2023/2024** financial year. The performance agreement is subject to the South African Legislative Framework and the employment contract entered into by and between Municipal Manager and the Executive Director: Corporate Services. The performance agreement shall therefore be within the South African Legislative Framework.

In case of ambiguity, the employment contract shall prevail over this performance agreement.

15. Obligation of the employer

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The Employer shall-

15.1. create an enabling environment to facilitate effective performance by the **Employee**;

15.2. provide access to skills development and capacity building opportunities;

15.3. work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;

15.4. on the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable her to meet the performance objectives and targets established in terms of this Agreement; and

15.5. make available to the **Employee** such resources as the **Employee** may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

16. General

The Executive Director: Corporate Services acknowledges that in terms of Section 53 (3) of the Municipal Finance Management Act, the Mayor of the Municipality has to make public the contents of this agreement and forward a copy hereof to the KwaZulu-Natal MEC for local governance.

The Municipality must make the contents of this Agreement and the outcome of any review conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.

Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Executive Director: Corporate Services in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED AT ixopo **ON THE** 11 **DAY OF** July **2023**



THE MUNICIPALITY

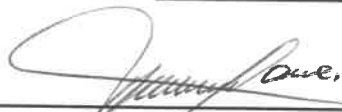
Harry Gwala District Municipal Manager

AS WITNESSES:

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2. 

SIGNED AT LYOPPO ON THE 11 DAY OF July 2023



The Executive Director (Corporate Services)

AS WITNESSES:

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ANNEXURE A:

PERFORMANCE PLAN (compulsory)

ANNEXURE B:

SERVICE DELIVERY BUDGET AND IMPLEMENTATION PLAN (SDBIP)

ANNEXURE C:

PERSONAL DEVELOPMENT PLAN (PDP)

Competency to be Addressed	Proposed Actions	Responsibility	Time-frame	Expected Outcome

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ANNEXURE D:**CORE COMPETENCY SCORING TEMPLATE**

Score on Core Competency Assessment	Description
1 (Not Yet Competent)	Demonstrates none of the guideline's components of the core competency
2. (Basic Competence)	Applies basic concepts and methods but requires supervision and coaching
3. (Competent)	Independently develops and applies more advanced concepts and methods. Plans and guides the work of others. Performs analysis.
4. (Advanced)	Understands and applies more complex concepts and methods. Leads and directs people or groups of recognised specialists. Able to perform in-depth analysis.
5. (Expert)	Sought out for deep, specialised expertise. Leads the direction of the entire organisation. Defines models/theories of best practice.



ANNEXURE A: PERFORMANCE PLAN FOR SECTION 57 MANAGERS

The following midyear management review on **Key Result Areas (KRA)**, **Core Management Criteria (CMC)** and **Core Occupational Competencies (COC)** agreed to in each manager performance agreement has to be completed.

The annual performance appraisal involves the assessment of the achievement of results of the KRA's, CMC's and COC's in accordance with the five-point scale o (1-5).

Rating	Definition Of Score
5	Outstanding performance
4	Performance significantly above expectation
3	Fully effective
2	Performance not fully satisfactory
1	Unacceptable performance

DETAILS OF THE MANAGER UNDER REVIEW

Period Under Review	2023-2024
Surname	Thiyane-Magaqa
Name	Thobile Thelma
Municipality	HARRY GWALA DISTRICT MUNICIPALITY
Department	CORPORATE SERVICES
Race	African
Gender	Female
Employee Number	

Date Of Appointment	1 October 2022
Salary Package	

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1. MANAGERS OPERATIONAL PLAN FOR THE YEAR UNDER REVIEW

KPI No.	KPA	IDP Strategic Objective	Objective	Strategy	KPI	QUARTER R 1	QUARTER R 2	MID-YEAR TARGET (Combination of Q1 & Q2)	QUARTER R 3	QUARTER R 4	2023-2024 Annual Target	Actual Performance	1- Unacceptable performance 2- Performance not fully satisfactory 3- Fully effective 4- Performance significantly above expectation 5- Outstanding performance	Own Rating (1-5)	MM Rating (1-5)	Panel Rating (1-5)	Portfolio Of Evidence			
4.1.1	MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT	TO ENSURE A SMOOTH FUNCTIONING OF COUNCIL AND THAT STAFF COMPLEMENT IS ABLE TO DELIVER AS PER THE IDP	To ensure that the municipality actually spend the percentage of a municipality's budget on implementing its Workplace Skills Plan	By developing a Workplace Skills Plan	Number of trainings conducted	5	7	12	6	6	24							Attendance register(s)		
4.1.2						10%	50%	50%	70%	100%	100%									Expenditure report with a detailed calculation (5040)
4.1.3						0	0	0	0	30-Apr-24	30-Apr-24									
4.3.1	CROSS CUTTING INTERVENTIONS	TO CREATE A FUNCTIONAL, URBAN, REGIONAL AND HUMAN SETTLEMENTS WHILST PROTECTING THE ENVIRONMENT	To implement the Integrated Health and Wellness strategy to ensure a healthy, motivated and dedicated workforce	By implementing the Integrated Health and Wellness strategy	Date in which newly appointed employees are vaccinated	30-Sep-23	31-Dec-23	31-Dec-23	31-Mar-24	30-Jun-24	30-Jun-24							Attendance register		

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KPI No.	KPA	IDP Strategic Objective	Objective	Strategy	KPI	QUARTE R 1	QUARTE R 2	MID-YEAR TARGET (Combination of Q1 & Q2)	QUARTE R 3	QUARTE R 4	2023-2024 Annual Target	Actual Performance	1- Unacceptable performance 2- Performance not fully satisfactory 3- Fully effective 4- Performance significantly above expectations 5- Outstanding performance	Own Rating (1-5)	MM Rating (1-5)	Portfolio Of Evidence
4.3.2			To implement the Integrated Health and Wellness strategy to ensure a healthy, motivated and dedicated workforce	By implementing the Integrated Health and Wellness strategy	Date in which cancer awareness is conducted	0	31-Dec-23	31-Dec-23	0	0	31-Dec-23					1. Attendance register 2. Screenshot of e-mails on online awareness
4.3.3			To implement the Integrated Health and Wellness strategy to ensure a healthy, motivated and dedicated workforce	By implementing the Integrated Health and Wellness strategy	Date in which inter-departmental games are held	0	0	0	31-Mar-24	0	31-Mar-24					Attendance register
4.3.4			To implement the Integrated Health and Wellness strategy to ensure a healthy, motivated and dedicated workforce	By implementing the Integrated Health and Wellness strategy	Number of health and safety trainings conducted	0	2	2	0	0	2					Attendance register

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KPI No.	KPA	IDP Strategic Objective	Objective	Strategy	KPI	QUARTE R 1	QUARTE R 2	MID-YEAR TARGET (Combination of Q1 & Q2)	QUARTE R 3	QUARTE R 4	2023-2024 Annual Target	Actual Performance	1- Unacceptable performance 2- Performance not fully satisfactory 3- Fully effective 4- Performance significantly above expectations 5- Outstanding performance	Own Rating (1-5)	MM Rating (1-5)	Panel Rating (1-5)	Portfolio Of Evidence	
4.3.5			To implement the Integrated Health and Wellness strategy to ensure a healthy, motivated and dedicated workforce	By implementing the Integrated Health and Wellness strategy	Date in which fire extinguishers are services	0	31-Dec-23	31-Dec-23	0	0	31-Dec-23							Signed Invoice
4.3.6			To implement the Integrated Health and Wellness strategy to ensure a healthy, motivated and dedicated workforce	By implementing the Integrated Health and Wellness strategy	Date in which signages to all municipal buildings are installed	0	31-Dec-23	31-Dec-23	0	0	31-Dec-23							Signed Invoice
4.4.1	MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT	TO ENSURE A SMOOTH FUNCTIONING OF COUNCIL AND THAT STAFF IS ABLE TO DELIVER AS PER THE IDP	To implement the Employment Equity Plan by ensuring that the number of people from equity target groups are employed in the three highest levels of management.	By implementing the Employment Equity Plan	Date by when the Employment Equity Report is submitted to the Department of Labor	0	0	0	15-Jan-24	0	15-Jan-24							Acknowledgement letter and EEA2, EEA4 Reports

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KPI No.	KPA	IDP Strategic Objective	Objective	Strategy	KPI	QUARTER R.1	QUARTER R.2	MID-YEAR TARGET (Combination of Q1 & Q2)	QUARTER R.3	QUARTER R.4	2023-2024 Annual Target	Actual Performance	1- Unacceptable performance 2- Performance not fully satisfactory 3- Fully effective 4- Performance significantly above expectation 5- Outstanding performance	Own Rating (1-5)	MM Rating (1-5)	Panel Rating (1-5)	Portfolio Of Evidence
4.4.2			To implement the Employment Equity Plan by ensuring that the number of people from employment equity target groups are employed in the three highest levels of management	By implementing the Employment Equity Plan	Number of people from employment equity target groups employed in the three highest levels of management in compliance with a municipality's approved employment equity plan	0	0	0	0	23	23						Employment Equity Analysis report
4.4.3			To ensure proper management of municipal fleet	By installing fleet management system	Date by when municipal vehicles are procured	30-Sep-23	0	30-Sep-23	0	0	30-Sep-23						Delivery notes
4.4.4			To ensure proper management of municipal fleet	By installing fleet management system	Date by when the fleet management system is installed	0	0	0	31-Mar-24	0	31-Mar-24						Installation Certificate
4.4.5			To ensure proper management of municipal employee attendance	By installing biometrics system	Date by when the biometrics system is installed	0	0	0	31-Mar-24	0	31-Mar-24						1. Tender advert 2. Appointment letter 3. Installation Certificate

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KPI No.	KPA	IDP Strategic Objective	Objective	Strategy	KPI	QUARTE R 1	QUARTE R 2	MID-YEAR TARGET (Combination of Q1 & Q2)	QUARTE R 3	QUARTE R 4	2023-2024 Annual Target	Actual Performance	1- Unacceptable performance 2- Performance not fully satisfactory 3- Fully effective 4- Performance significantly above expectation 5- Outstanding performance	Own Rating (1-5)	MM Rating (1-5)	Panel Rating (1-5)	Portfolio Of Evidence	
4.4.6			To ensure safety of municipal properties as well as communities	By procuring drone	Date by which the drone is procured	30-Sep-23	0	30-Sep-23	0	0	30-Sep-23							1. Tender advert 2. Appointment letter 3. Delivery note
4.5.1	CROSS CUTTING INTERVENTIONS	TO CREATE A FUNCTIONAL URBAN, REGIONAL AND HUMAN SETTLEMENTS WHILST PROTECTING THE ENVIRONMENT	To provide safe and secure environment	By ensuring that all security measures are in place	Date by which the security services procurement is done	0	31-Dec-23	31-Dec-23	0	0	31-Dec-23							Appointment letter
4.5.2	MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT	TO ENSURE A SMOOTH FUNCTIONING OF COUNCIL AND THAT STAFF COMPLEMENT IS ABLE TO DELIVER AS PER THE IDP	To provide secure ICT infrastructure which delivers appropriate levels of data confidentiality and integrity	By ensuring that all annual subscriptions are paid for	Number of software licenses renewed	0	6	6	0	0	6							Proof of renewal and Invoice
4.7.1	CROSS CUTTING INTERVENTIONS	TO CREATE A FUNCTIONAL URBAN, REGIONAL AND HUMAN SETTLEMENTS WHILST PROTECTING THE ENVIRONMENT	To provide adequate backup storage for municipal data and information	By implementing the disaster recovery and business continuity plan	Date in which the disaster recovery and business continuity plans is tested	0	31-Dec-23	31-Dec-23	0	30-Jun-24	30-Jun-24							1. ICT Disaster recovery plan and ICT business continuity plan 2. Testing results

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KPI No.	KPA	IDP Strategic Objective	Objective	Strategy	KPI	QUARTER R 1	QUARTER R 2	MID-YEAR TARGET (Combination of Q1 & Q2)	QUARTER R 3	QUARTER R 4	2023-2024 Annual Target	Actual Performance	1- Unacceptable performance 2- Performance not fully satisfactory 3-Fully effective 4- Performance significantly above expectations 5- Outstanding performance	Own Rating (1-5)	MM Rating (1-5)	Panel Rating (1-5)	Portfolio Of Evidence	
4.7.2	MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT	TO ENSURE A SMOOTH FUNCTIONING OF COUNCIL AND THAT STAFF IS ABLE TO DELIVER AS PER THE IDP	To provide secure ICT environment within the municipality	By conducting ICT awareness	Number of ICT awareness conducted	0	1	1	0	1	2							1. Attendance Register 2. Content of the workshop

2. PERFORMANCE ASSESSMENT RATING

The assessment rating calculator will be used to add the scores and calculate a final KRA score (80%) and a final CMC & COC's score (20%)
 The tables below should be completed by the summarized total of each panel member (NOTE: Weight should be taken from the signed performance agreement for the year under review)

KPA	Weight	Rating	Score
1. Basic Service Delivery	5		
2. Municipal Institutional Development and Transformation	70		
3. Local Economic Development	5		
4. Municipal Financial Viability and Management	5		
5. Good Governance and Public Participation	10		
6. Cross Cutting	5		
Total	100%		
x 80%			%

3. EVALUATION ON THE LEADERSHIP COMPETENCIES

Every section 57 managers should be assessed against all those CMC's that are applicable to her/his job. Compulsory CMC's for Managers are highlighted below: (NOTE: Weight should be taken from the signed performance agreement for the year under review)

LEADERSHIP COMPETENCIES	WEIGHT %	MILESTONES/COMMENTS	OWN RATING (BY MANAGER) (1-5)	RATING BY PANEL MEMBER (1-5)
1. Strategic Direction & Leadership	20			
2. People Management	20			
3. Programme & Project Management	20			
4. Financial Management	10			
5. Change Leadership	10			
6. Governance Leadership	20			
TOTAL	100%			

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4. EVALUATION ON THE CORE COMPETENCY

Every section 57 Manager should be assessed against all those CMC's that are applicable to her/his job.
 (NOTE: Weight should be taken from the signed performance agreement for the year under review)

CORE COMPETENCY	WEIGHT %	MILESTONES/ COMMENTS	OWN RATING (BY MANAGER) (1-5)	RATING BY PANEL MEMBER (1-5)
1. Moral Competencies	20			
2. Planning & Organizing	20			
3. Analysis & Innovation	20			
4. Knowledge and Information Management	10			
5. Communication	10			
6. Results and Quality focus	20			
TOTAL	100%			

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KPA	(A) SUB-TOTAL	(B) % OF ASSESSMENT	(A X B) TOTAL SCORE
KRA (Key Result Area)		80%	
CC (Conduct Criteria)		20%	
(C) FINAL SCORE			
FINAL SCORE IN PERCENTAGE (C / 5 X 100)			%

SIGNED AT IXOPO ON THE 11 DAY OF July 2023

THE MUNICIPALITY

Harry Gwala District Municipal Manager

AS WITNESSES:

1. _____

2. _____

SIGNED AT IXOPO ON THE 11 DAY OF July 2023

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The Executive Director (Corporate Services)

AS WITNESSES:

1. 
2. _____

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COMMENTS TO THE EVALUATION PANEL

The Municipal Manager must alert the evaluation panel to specific areas of the Section 57 Manager's performance in terms of the performance agreement, which in the Municipal Managers opinion illustrate **performance not fully satisfactory or performance significantly above expectations and outstanding.**

A brief explanation must be provided by the Municipal Manager for his/her assessment of each identified area.



SECTION 57 MANAGER'S SIGNATURE

DATE: 11/07/2023



MUNICIPAL MANAGER'S SIGNATURE

DATE: 11/07/2023

T.M.
S.M.

PERSONAL DEVELOPMENT PLAN

Area To Be Developed	Action (How And Provided By Whom)	Target Date	Performance Review For PDP		
			Progress	Barriers	Actions To Overcome Barriers

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AGREEMENT TO PERFORMANCE AND

I agree with the objectives as set out in the above Performance and Development Plan and undertake to achieve the objectives as agreed on.

SIGNATURE
(name of

I undertake to support _____(name of jobholder) with the achievement of the above Performance and Development Plan

SIGNATURE:
(name of

FEEDBACK ON INFORMAL QUARTERLY

FEEDBACK FROM SUPERVISOR:
.....
.....
.....

Signature of Supervisor
Date:

Signature of Jobholder
Date:

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