

PERFORMANCE AGREEMENT



DR. KENNETH KAUNDA DISTRICT

MUNICIPALITY

CHIEF AUDIT EXECUTIVE

2023/24

DRAFT PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MUNICIPALITY OF DR KENNETH KAUNDA DISTRICT
MUNICIPALITY,
AS REPRESENTED BY THE MUNICIPAL MANAGER

FULL NAMES

Mr. MOKGATLHE JOHN RATLHOGO

AND

Mr. SITHEMBELE GOLDEN MTEMEKWANA

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2023 TO 30 JUNE 2024

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Municipality of Dr. Kenneth Kaunda District Municipality herein represented by **Mr.**

MOKGATLHE JOHN RATLHOGO

(Full name) in her capacity as Municipal Manager (hereinafter referred to as the **Employer or Supervisor**)

And

Mr. SITHEMEBELE GOLDEN MTEMEKWANA (full name) **Employee** of the Dr. Kenneth Kaunda District Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

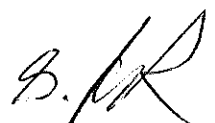
1. INTRODUCTION

- 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 Act as well as the employment contract entered into between the **Parties**;
- 2.2 specify objectives and targets defined and agreed with the **Employee** and to communicate to the **Employee** the **Employer's** expectations of the employee's performance and accountabilities in alignment with the Integrated **Development Plan, Service Delivery and Budget Implementation Plan (SDBIP)** and the **Budget** of the municipality;
- 2.3 specify accountabilities as set out in a **Performance Plan**, which forms an **Annexure** to the **Performance Agreement**;



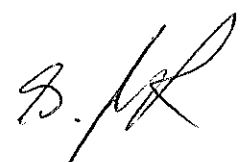
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the **Performance Agreement** as the basis for assessing whether the **Employee** has met the performance expectations applicable to her job;
- 2.6 in the event of outstanding performance, to appropriately reward the **Employee**; and
- 2.7 give effect to the **Employer's** commitment to a performance-orientated relationship with its **Employee** in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This **Agreement** will commence on the **01 July 2023** and will remain in force until **30 June 2024**. The **Personal Development Plan** shall be implemented as in line with the WSP.
- 3.2 The **Parties** will conclude a new **Performance Agreement and Performance Plan** that replaces this **Agreement** at least once a year by not later than the beginning of each successive financial year as may be the case.
- 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.

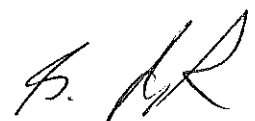
4. PERFORMANCE OBJECTIVES

- 4.1 The **Performance Plan** 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 **the Performance Plan** are set by the **Employer** in consultation with the **Employee** and based on the **Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP)** 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**.

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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** 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 tools and weightings as encapsulated in the performance management systems of the municipality.
 - 5.5.1 The **Employee** shall 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.
 - 5.5.2 Each area of assessment shall be weighted and shall contribute a specific part to the total score.
 - 5.5.3 KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.
- 5.6 The **Employee's** assessment shall be based on her performance in terms of the outputs / outcomes (performance indicators) identified as per attached **Performance Plan**, 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**:

	Weighting
Basic Service Delivery	0%
Municipal Institutional Development and Transformation	0%
District Economic Development (DED)	0%
Municipal Financial Viability and Management	0%
Good Governance and Public Participation	100%
Spatial Rationale	0%
Total	100%

- 5.7 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**:



CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES		
CORE MANAGERIAL and OCCUPATIONAL COMPETENCIES (CMC)	√(INDICATE CHOICE)	WEIGHT
<i>CORE MANAGERIAL COMPETENCIES</i>		
Strategic Capability and Leadership		4
Programme and Project Management		5
Financial Management	√	5
Change Management		4
Knowledge Management		5
Service Delivery Innovation		5
Problem Solving and Analysis		5
People Management and Empowerment	√	5
Client Orientation and Customer Focus	√	5
Communication		4
Honesty and Integrity		5
<i>CORE OCCUPATIONAL COMPETENCIES</i>		
Competence in Self- Management		5
Interpretation of and implementation within the legislative and national policy frameworks		5
Knowledge of developmental local government		5
Knowledge of Performance Management and Reporting		5
Knowledge of global and South African specific political, social and economic contexts		3
Competence in policy conceptualisation, analysis and implementation		4
Knowledge of more than one functional municipal field/discipline		4
Skills in Mediation		5
Skills in Governance		5
Competence as required by other national line sector departments		2
Exceptional and dynamic creativity to improve the functioning of the municipality		5

B. PR

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES		
CORE MANAGERIAL and OCCUPATIONAL COMPETENCIES (CMC)	√(INDICATE CHOICE)	WEIGHT
		100%

6. EVALUATING PERFORMANCE

6.1 The **Performance Plan** 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.

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 That the personal growth and development needs identified during performance review discussion must be documented in a **Personal Development Plan (PDP) (PART C)** as well as the actions agreed to and that implementation will take place within set time frames.

6.4 That annual performance appraisal will involve:

6.4.1 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.**

6.4.2 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.**

6.4.3 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 shall be based on the following rating scale for KPA's and CMCs:

(c)

LEVEL	TERMINOLOG Y	DESCRIPTION	RATING				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The 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	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 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.					

(d) For purposes of evaluating the performance of the **Employee**, an evaluation panel constituted by the following persons will be established –

- (i) *Municipal Manager*
- (ii) *Chairperson of the performance Audit committee or the audit committee in the absence of a performance of a performance audit committee;*
- (iii) *Member of the mayoral or executive committee*
- (iv) *Municipal Manager from another Municipality*
- (v) *Member of the Ward Committee/or stakeholder representative.*

(e) The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations 6.4 (d)

7. SCHEDULE FOR PERFORMANCE REVIEWS

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

FIRST QUARTER	:	2ND WEEK OCTOBER 2023
SECOND QUARTER	:	2ND WEEK JANUARY 2024
THIRD QUARTER	:	2ND WEEK APRIL 2024
FOURTH QUARTER	:	2ND WEEK JULY 2024

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

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

7.4 That **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.

7.5 The **Employer** may amend the provisions of the **Performance Plan** whenever the performance management system is adopted, implemented and / or amended as the case may be on agreement between both parties.



8. DEVELOPMENTAL REQUIREMENTS

The **Personal Development Plan (PDP)** of an acting director will be implemented in terms of the WSP.

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 her to meet the performance objectives and targets established in terms of this **Agreement**; and
- 9.1.5 makes available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist 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% to 14% all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:
- 11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- 11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%, in terms of the Policy Framework of the District Municipality
- 11.3 In the case of unacceptable performance, the **Employer** shall –
- 11.3.1 provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
- 11.3.2 After appropriate performance counseling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTE RESOLUTION

- 12.1 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 –
- 12.1.1 In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee

Whose decision shall be final and binding on both parties.

- 12.2 Any disputes about the outcome of the employee's performance evaluation must be mediated by-
- 12.2.1 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e), within thirty (30) days of receipt of a formal dispute from the employee

Whose decision shall be final and binding on both parties.

13. GENERAL


13.1 The contents of this performance agreement will be made available to the public by the **Employer in accordance with the Municipal Finance Management Act, No. 56 of 2003**


13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of her Contract of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus done and signed at **ORKNEY** on the 31st JULY 2023

AS WITNESSES:

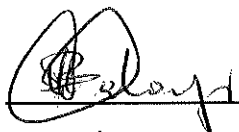
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- 2. 

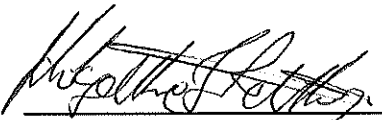


CHIEF AUDIT EXECUTIVE
Mr. S.G MTEMEKWANA (EMPLOYEE)

AS WITNESSES:

- 1. 

- 2. 



MUNICIPAL MANAGER
Mr. M.J RATLHOGO (EMPLOYER)



**DR. KENNETH
KAUNDA**

DISTRICT MUNICIPALITY



**2023/2024
PERFORMANCE PLAN
CHIEF AUDIT EXECUTIVE**

6.3. KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION

**Municipal Manager's Office: Internal Audit, Corporate Communications, Strategic Planning, Performance Management System, MISS-
Municipal Information Security Standards, Speakers Office and Executive Mayor's Office**

NATIONAL LG PRIORITIES		BUILD A DEVELOPMENTAL STATE, IMPROVE PUBLIC SERVICE AND STRENGTHEN DEMOCRATIC INSTITUTION															
KPA 2		ENSURE SUSTAINABLE RESOURCE MANAGEMENT AND USE															
OUTCOME 9		TO PROMOTE GOOD GOVERNANCE															
FUNCTIONAL AREA		OUTPUT 5: TO STRENGTHEN PARTICIPATORY GOVERNANCE															
FUNCTIONAL AREA	STRATEGIC OBJECTIVE	MUNICIPAL POWERS & FUNCTIONS	BASELINE 2022/2023				KEY PERFORMANCE INDICATOR	WEIGHT	KPI TYPE	ANNUAL TARGET	BUDGET	MSCOA DESCRIPTION	QUARTERLY TARGETS				PORTFOLIO OF EVIDENCE
			Current status (Progress to date)	Demand (MFMA Circular 63)	Backlog (MFMA Circular 63)								Q1	Q2	Q3	Q4	
Internal Audit	To ensure internal municipal excellence	Municipal Planning	2 approved strategic risk-based Audit Plans (DRKXDM – 2020/21)	2 approved risk based strategic audit plans for the shared IA service	Nil	KPI 39 Number of risk-based audit plans for the shared IA service developed	20	Output	2 approved risk-based audit plans for the shared IA service developed by 31 July 2023 (District & MHLM)	OPEX	-	Q1 2 risk-based audit plans for the shared IA service developed by 31 August 2023 (District & MHLM) Q2 None Q3 None Q4 None	2 Risk Based Audit Plans (District & MHLM) Minutes of the Audit & Risk Committee Management Minutes/ Email Correspondence				
Internal Audit	To ensure internal municipal excellence	Municipal Planning	Nil	Internal Audit quality assurance	Nil	KPI 40 Internal Audit quality assurance conducted	20	Output	Internal Audit quality assurance conducted by June 2024	OPEX	-	Q1 None Q2 Internal Audit quality assurance conducted by December 2023 Q3 None Q4	-Internal Audit Quality Assurance Report				

BUILD A DEVELOPMENTAL STATE, IMPROVE PUBLIC SERVICE AND STRENGTHEN DEMOCRATIC INSTITUTION

ENSURE SUSTAINABLE RESOURCE MANAGEMENT AND USE


KPA 2 TO PROMOTE GOOD GOVERNANCE


OUTPUT 5: TO STRENGTHEN PARTICIPATORY GOVERNANCE

FUNCTIONAL AREA	STRATEGIC OBJECTIVE	MUNICIPAL POWERS & FUNCTIONS	BASELINE 2022/2023			KEY PERFORMANCE INDICATOR	WEIGHT	KPI TYPE	ANNUAL TARGET	BUDGET	MSCOA DESCRIPTION	QUARTERLY TARGETS	PORTFOLIO OF EVIDENCE
			Current status (Progress to date)	Demand (MFMA Circular 63)	Backlog (MFMA Circular 63)								
Internal Audit	To ensure internal municipal excellence	Municipal Planning	Nil	Review and approval of the 2023/2024 Internal Charter by the Audit Committee	Nil	Review and approval of the 2023/2024 Internal Charter by the Audit Committee	20	Output	Review and approval of the 2023/2024 Internal Charter by the Audit Committee by 31 December 2023	OPEX		Q1	A signed copy of the 2023/2024 Internal Audit Charter; Minutes of the Audit Committee Attendance register
												Q2	
												Q3	
												Q4	
Internal Audit	To ensure internal municipal excellence	Municipal Planning	Nil	(6) Audit Committee meetings held	Nil	Number of Audit Committee meetings held	20	Output	(6) Audit Committee meetings held by 30 June 2024	OPEX		Q1	Minutes of the Audit Committee Attendance register
												Q2	
												Q3	
												Q4	

GENERIC KPIS: GOOD GOVERNANCE AND PUBLIC PARTICIPATION

NATIONAL LG PRIORITIES		BUILD A DEVELOPMENTAL STATE, IMPROVE PUBLIC SERVICE AND STRENGTHEN DEMOCRATIC INSTITUTION																	
KPA 2		ENSURE SUSTAINABLE RESOURCE MANAGEMENT AND USE																	
OUTCOME 9		TO PROMOTE GOOD GOVERNANCE																	
FUNCTIONAL AREA		OUTPUT 5: TO STRENGTHEN PARTICIPATORY GOVERNANCE																	
FUNCTIONAL AREA	STRATEGIC OBJECTIVE	BASELINE 2022/2023			KEY PERFORMANCE INDICATOR	WEIGHT	KPI TYPE	ANNUAL TARGET	BUDGET	QUARTERLY TARGETS	PORTFOLIO OF EVIDENCE								
		Current status (Progress to date)	Demand (MFMA Circular 63)	Backlog (MFMA Circular 63)															
Performance Management Systems	To ensure internal municipal excellence	4 quarterly performance reports submitted	4 quarterly performance reports	Nil	KPI - A Number of quarterly performance reports compiled	20	Output	4 quarterly performance reports compiled by 30 June 2024	OPEX	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Q1</td> <td style="text-align: center;">1 quarterly performance reports compiled by 30 September 2023</td> </tr> <tr> <td style="text-align: center;">Q2</td> <td style="text-align: center;">1 quarterly performance reports compiled by 31 December 2023</td> </tr> <tr> <td style="text-align: center;">Q3</td> <td style="text-align: center;">1 quarterly performance reports compiled by 31 March 2024</td> </tr> <tr> <td style="text-align: center;">Q4</td> <td style="text-align: center;">1 quarterly performance reports compiled by 30 June 2024</td> </tr> </table>	Q1	1 quarterly performance reports compiled by 30 September 2023	Q2	1 quarterly performance reports compiled by 31 December 2023	Q3	1 quarterly performance reports compiled by 31 March 2024	Q4	1 quarterly performance reports compiled by 30 June 2024	Quarterly performance reports
Q1	1 quarterly performance reports compiled by 30 September 2023																		
Q2	1 quarterly performance reports compiled by 31 December 2023																		
Q3	1 quarterly performance reports compiled by 31 March 2024																		
Q4	1 quarterly performance reports compiled by 30 June 2024																		

Employee's Signature: 
 Date: 31/07/2023

Supervisor's Signature: 
 Date: 2023/07/31