

KAROO HOOGLAND MUNICIPALITY

NC 066



PERFORMANCE AGREEMENT

OF

MR SON-PEARO MAGNUS MALAN

MUNICIPAL MANAGER

FOR THE 2022/2023 FINANCIAL YEAR

KAJ
DMS

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PERFORMANCE AGREEMENT 2022/2023

IN TERMS OF

LOCAL GOVERNMENT: MUNICIPAL SYSTEM ACT NO. 32 OF 2000 AS AMENDED.

AND

LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR MUNICIPAL MANAGERS AND
MANAGERS DIRECTLY ACCOUNTABLE TO MUNICIPAL MANAGERS

Made by and entered into between:

KAROO HOOGLAND LOCAL MUNICIPALITY
("the employer")

Represented by the Mayor ,

Mr Anthony Selestian Mietas ,

duly authorised in terms of Section 57(2)(c) of the Local Government: Municipal Systems Act No. 32
of 2000

and

MR _____
("the employee")

In his capacity as the MUNICIPAL MANAGER (MM)

(Collectively referred to as "the parties")

For the Financial Year: (Period of Agreement)
1 July 2022 – 30 June 2023

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THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INTRODUCTION

- 6.1 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 Municipal Systems Act").
- 6.2 Section 57(1)(b) of the Municipal Systems Act, read with the contract of employment between the parties, requires the parties to conclude an annual performance Agreement in terms of section 57(2)(a) of the same act.
- 6.3 The **Parties** wish to ensure that they agree on goals to be achieved, and secure the commitment of the **Employee** reporting to the Council and the Mayor, representing the municipality, to a set of outcomes that will secure local government policy goals.
- 6.4 Parties wish to ensure that there is compliance with Sections 57(4A) 57(4B) and 57(5) of the Municipal Systems Act.

2. PURPOSE OF THIS AGREEMENT

The parties agree that the purposes of this Agreement is to –

- 2.1 comply with the provisions of Section 57(1)(b), (4B) and (5) of the Municipal Systems Act 32 of 2000 and Section 62(1) of the Municipal Finance Management Act 56 of 2003 as well as the Contract of Employment 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 the **Performance Plan**, see attached Annexure A.
- 2.4 monitor and measure performance against set targeted outputs and establish a transparent and accountable working relationship;
- 2.5 use the **Performance Agreement** and **Performance Plan** as the basis for assessing the suitability of the whether the **Employee** has met the performance expectations applicable to the job;

- 2.6 in the event of understanding performance, to appropriately reward the employee; 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 through a performance management system.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2022** and will remain in force until **30 June 2023**, irrespective of the date of signatures by the parties, where after a new Performance Agreement, Performance Plan and Personal Development Plan may 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 Plan that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year.
- 3.3 The payment of a performance bonus is determined by the performance score obtained during the annual performance evaluation and subject to approval of the annual performance evaluation report by Council.
- 3.4 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.5 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.6 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 must by mutual agreement between the parties, 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.
 - 4.1.3 The Competencies(Annexure B – definitions in terms of Regulation 21 of 17 January 2014) required to operate effectively as Director in the local government environment.

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- 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, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include
- 4.2.1 Key objectives that describe the main tasks that need to be done;
 - 4.2.2 key performance indicators with units of measurement that provide the details of the evidence that must be provided to show that a key objective has been achieved;
 - 4.2.3 Target dates that describe the timeframe in which targets must be achieved; and
 - 4.2.4 Weightings which show the relative importance of key performance indicators/objectives to one another.
- 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 personal Development Plan(PDP – Annexure C) sets out the Employee’s personal development requirements in line with the objectives and targets of the Employer; and
- 4.5 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 Key Performance Areas/ Thematic Areas (including special projects relevant to the employee’s responsibilities) within the local government framework.

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- 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. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's)(Operational Performance) and the Core Competency Requirements (CCR's) respectively:
- 5.6.1 The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and Competencies respectively.
- 5.6.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.6.3 Key Performance Areas covering the main areas of work will account for 80% and Core Management Competencies 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 Key Performance Areas, which constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Key Performance Areas (KPA's)	Weighting	KPI's
Basic Service Delivery – NKPA1		
Municipal Institutional Development and Transformation – NKPA4	50%	8
Local Economic Development (LED) – NKPA2		
Municipal Financial Viability and Management – NKPA3	12,5%	2
Good Governance and Public Participation – NKPA5	37,5%	6
Total	100%	16

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

L.A.J. [Signature]

[Signature]

[Signature]

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEE		
Core Managerial Competencies (CMC) Core Competency	Definition	Weight
		Strategic Capability and Leadership (Strategic Direction and Leadership)
Programme 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. It includes: <ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	10
Financial Management Compulsory	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. It includes: <ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10
Change Management/Leadership	Able to direct and initiate transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community. It Includes: <ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	5
Knowledge Management and Information management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government	10

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<p>People and Diversity/Empowerment Management Compulsory</p>	<p>Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives. It Includes: Human Capital planning and development diversity management Employee relations management negotiation and dispute management</p>	<p>10</p>
<p>Client Orientation and Customer Focus Compulsory</p>	<p>Able to apply the Batho Pele Principles when dealing with clients/customers and the Community (Consulting, Services Standards, Courtesy, Access, Information, Openess and transparency, Dealing with complaints, best value) Willing and able to deliver services effectively and efficiently in order to put the spirit of customer service (Batho Pele) into practice.</p>	<p>10</p>
<p>Communication</p>	<p>Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome</p>	<p>5</p>
<p>Governance Leadership</p>	<p>Able to promote, direct and apply professionalism in manageing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships. To apply Risk management and Compliance management</p>	<p>15</p>
<p>Problem Solving and Analysis</p>	<p>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</p>	<p>5</p>
<p>Planning and Organising (Service Delivery Innovation)</p>	<p>Able to Plan, prioritise and organise information effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk Champions new ways of delivering services that contribute to the improvement of organisational processes in order to achieve organisational goals.</p>	<p>5</p>

LAJ


Honesty and Integrity (Results and Quality Focus)	Able to maintain high quality standards, focused 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. Displays and builds the highest standards of ethical and moral conduct in order to promote confidence and trust in the Public Service.	5
Total		
		100%

6. EVALUATING PERFORMANCE / PERFORMANCE ASSESSMENT

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out –
- 6.1.1 the standards and procedures for evaluating the Employee’s performance; and
 - 6.1.2 the intervals for the evaluation of the Employee’s performance.
- 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 will submit quarterly performance reports(SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes.
- 6.5 Performance assessments will entail:
- 6.5.1 Assessment of the achievement of results as outlined in the performance plan (ANNEXURE A):
 - 6.5.1.1 Each KPI shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad hoc tasks that had to be performed under the KPI.
 - 6.5.1.2 The assessment of the performance of the employee will be based on the following rating scale for KPI’s (Five-point scale)

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Rating	Terminology	Description
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 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 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 appraisal indicates that the Employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The appraisal indicates that the Employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the Performance Plan. Unacceptable performance 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

6.5.1.3 The applicable assessment rating calculator must then be used to add the scores and calculate a final Key Performance Area score.

6.5.1.4 The Employee will submit his self-evaluation to the Employer prior to the formal assessments;

6.5.1.5 In the instance where the employee could not perform due to reasons outside the control of the employee and employer, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances.

6.5.2 Assessment of the Core Competency Requirements/Competencies (CCRs):

6.5.2.1 Each CCRs should be assessed according to the extent to which the specified standards have been met (Annexure B – Definitions).

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6.5.2.2 An indicative rating on the five-point scale should be provided for each Core Management Competencies.

6.5.2.3 This rating should be multiplied by the weighting given to each Core Management Competencies during the contracting process, to provide a score.

6.5.2.4 The applicable assessment rating calculator must then be used to add the scores and calculate a final Core Competencies score.

6.5.3 Overall rating:

6.5.3.1 An overall rating is calculated by using the applicable assessment-rating calculator.

6.5.3.2 Such overall rating represents the outcome of the performance appraisal.

6.5.3.3 Assessment of Employee's performance will be based on the following rating scale for KPA's and Core Competencies:

Level/Rating/Point	Terminology for KPA Measure	Description	Terminology for Core Competency Measure	Description
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.	Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping strategic direction and change, develops and applies comprehensive concepts and methods
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.	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis

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 S. [Signature]
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Level/Rating/ Point	Terminology for KPA Measure	Description	Terminology for Core Competency Measure	Description
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.	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis
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.	Basic	Applies basic concepts, methods and understanding of local government operations but requires supervision and development intervention
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.	Poor	Do not apply the basic concepts and methods to proof a basic understanding of local government operations and requires extensive supervision and development interventions


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6.6 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established: *(In terms of Clause 27 (4)(d) and (e) Chapter 3 of The LG : Municipal Performance regulations for municipal Managers and managers directly accountable to the Municipal manager, 2006 – Published in Government Gazette on 1 August 2006, No 29089)*

- 6.6.1 Mayor;
- 6.6.2 Chairperson of the Audit Committee;
- 6.6.3 Member of the Executive Committee of Council;
- 6.6.4 Mayor and/or Municipal Manager from another Municipality; and
- 6.6.5 Ward Committee member as nominated by the Mayor
- 6.6.6 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panel.

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 first and third quarter may be verbal if performance is satisfactory:

	Quarter	Review Period	Review to be completed by
7.1.1	First quarter:	July – September	October 2022
7.1.2	Second quarter :	October – December	February 2023
7.1.3	Third quarter:	January – March	April 2023
7.1.4	Fourth quarter:	April – June	September 2023

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.

7.6 Record/results of quarterly, mid-year and annual assessment/reviews and changes made to the performance agreement as a result of such evaluations will be documented and form part of the annual performance evaluation report.



8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as **Annexure C**.

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall –
- i. create enabling environment for effective performance by the employee;
 - ii. provide access to skills development and capacity building opportunities;
 - iii. work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on his/her performance;
 - iv. 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
 - v. 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, performance objectives and targets;
 - 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 when exercising powers contemplated in 10.1 above to enable the Employee to take any necessary action without delay.



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11. REWARD & 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 After the annual performance evaluation in terms of this performance agreement has been completed, the performance bonus ranging from 7% to 14% of the all-inclusive remuneration package may be paid to the Employee in recognition of outstanding performance.
- 11.3 In determining the performance bonus the relevant percentage will be based on the overall rating, calculated by using the applicable assessment rating calculator:
provided that:

11.3.1 a score of 130% to 149% will be awarded a performance bonus in the range between 5% to 9%; and

11.3.2 a score of 150% and above will be awarded a performance bonus in range between 10% to 14%.

11.4 The above mentioned performance bonus will be awarded based on the following scheme:

Level of performance	Description	Allocated Total Score	Bonus % of the Total Package
5.0	Outstanding Performance	Above 150%	10% - 14%
4.0	Performance significantly above expectations	130 – 149%	5% - 9%
3.0	Fully effective (meets the standard)	100 – 129%	0%
2.0	Performance not fully effective	50 – 99%	0%
1.0	Unacceptable Performance	1 – 49%	

11.5 In the Event of the Employee terminating his services during the validity period of this Agreement, the Employer’s performance will be evaluated for the portion during which he was employed and he

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- will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service; and
- 11.6 The Employer will submit the total score of the annual assessment and of the Employee, to full Council for purposes of recommending the bonus allocation.
- 11.7 In the case of unacceptable performance, the Employer shall –
- 11.7.1 give notice to the Employee to attend a meeting with the Employer and the Employee will have the opportunity to satisfy the Employer of the measures being taken to ensure that the Employee's performance becomes satisfactory by a particular date.
 - 11.7.2 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 11.7.3 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. DISPUTE RESOLUTION

- 12.1 If the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute arises about the nature of this performance agreement, whether it relates to key responsibilities, priorities, methods of assessment or as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement:
- 12.1.1 the Employee may meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing.
 - 12.1.2 In the event the employee remains dissatisfied with the outcome of the meeting, the dispute shall be mediated by the MEC for Local Government and Traditional Affairs or any other person designated by him within thirty (30) days of receipt of a formal dispute from the Employee.
 - 12.1.3 In the case of manager 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) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute the employee;
 - 12.1.4 Whose decision shall be final and binding on both parties.



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12.2 The outcome of any meeting and the decisions of the Employer, mediation or arbitration with regard to any dispute in terms of the performance agreement must form part of the report of the annual review to Council.

13. GENERAL

13.1 The contents of this agreement and the outcome of any review conducted thereof in terms of Annexure A will not be confidential and may be made available to the public by the Employer as part of the municipal annual report in terms of the Municipal Finance Management Act 56 of 2003 and Municipal Systems Act 32 of 2000.

13.2 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.

THUS SIGNED AT WILLISTON ON THIS 27TH DAY OF July 2022

As witnesses:


1. 


2. 

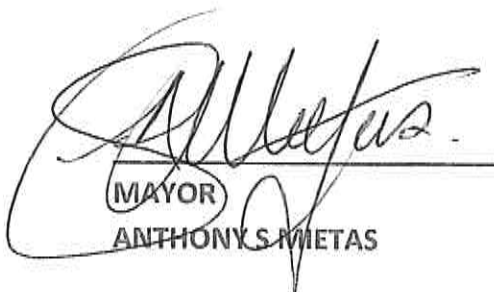


MUNICIPAL MANAGER
DM Malan

As witnesses:

1. 

2. 



MAYOR
ANTHONY S. METAS

LAJ
DMS

KAROO HOOGLAND MUNICIPALITY
NC 066






14. ANNEXURE A: PERFORMANCE PLAN – MM

TOP LAYER SDBIP 2022/2023 KPI'S

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IDP / Ref No	Department	National KPA	Strategic Objectives	Key Performance Indicator (KPI)	Unit of Measure / Unit of Measurement	Baseline as at 30 June 2022 (Actual)	Annual Target 2022/23	Annual Target 2023/24	Annual Target 2024/25	Source of Evidence	Portfolio of Evidence	KPI Target Type	Q1	Q2	Q3	Q4
TL_0010	Office of the Municipal Manager	KPA 3: MUNICIPAL FINANCIAL MANAGEMENT & VIABILITY	Improved financial sustainability	The percentage of the municipal capital budget actually spent as at 30 June 2023 [(Actual amount spent on capital projects/Total amount budgeted for capital projects) x 100]	% of the municipal capital budget actually spent as at 30 June 2022 [(Actual amount spent on capital projects/Total amount budgeted for capital projects) x 100]	100%	100%	100%	100%	Report from EMS (Sebata)	Report indicating annual capital expenditure	Number	0%	0%	0%	100%
TL_0016	Office of the Municipal Manager	KPA 3: MUNICIPAL FINANCIAL MANAGEMENT & VIABILITY	Ensure responsive and accountable governance	Table Annual Report to council within seven months after the end of the financial year (before 31 January 2023)	No of Annual Reports to Council	1	1	1	1	Annual Report and minutes of Council meeting	Complete Annual Report to Council and resolution by Council	Number	0	0	1	0
TL_0024	Office of the Municipal Manager	KPA 4: MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT	Promote improved skills through education and training	Fill funded vacancies within 6 months from date of declaration of vacancy	% vacancies filled within 6 months	100%	100%	1	1	HR Report to Council and updated organogram	HR Report to Council on vacancies filled within 6 months, and resolution by Council	Percentage	100%	100%	100%	100%
TL_0025	Office of the Municipal Manager	KPA 4: MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT	Promote improved skills through education and training	Annually review of the Organogram and submit to Council for approval by 30 June 2023	Reviewed organogram submitted to Council by 30 June 2023	1	1	1	1	Reviewed Organogram	Reviewed Organogram to Council, and resolution by Council	Number	0	0	0	1
TL_0026	Office of the Municipal Manager	KPA 4: MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT	Promote improved skills through education and training	Percentage of the municipalities operational budget actually spent on implementing the Workplace Skills Plan by 30 June 2023 [(Actual amount spent on training/operational expenditure budget) x 100]	% of the operational expenditure budget actually spent on implementing the workplace skills plan [(Actual amount spent on training/operational expenditure budget) x 100]	0	0,10%	0,10%	0,10%	Report from EMS (Sebata)	Report indicating % of operational budget spent on training	Percentage	0%	0%	0%	0,10%

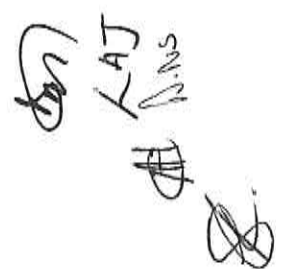


TL_0027	Office of the Municipal Manager	KPA 4: MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT	Promote improved skills through education and training	Report on the number of people from employment equity target groups employed in the three highest levels of management in compliance with Karoo Hoogland's Employment Equity plan by 30 June 2023	Number of reports to Council	2	2	2	2	2	Employment Equity Report on 3 highest levels	Employment Equity Report on 3 highest levels, and resolution by Council	Number	0	1	0	1
TL_0028	Office of the Municipal Manager	KPA 4: MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT	Promote improved skills through education and training	Top layer SDBIP 2023/2024 submitted to Mayor within 14 days after the budget has been approved	Top layer SDBIP submitted	1	1	1	1	1	Top layer SDBIP	Top layer SDBIP and acknowledgment of receipt of the Top Layer SDBIP by Mayor	Number	0	0	0	1
TL_0029	Office of the Municipal Manager	KPA 4: MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT	Promote improved skills through education and training	Prepare the Mid-year performance part of the report in terms of s72 of the MFMA to submit to MM and Mayor by 25 January 2023	Report drafted and submitted by the 25 January 2023	1	1	1	1	1	Proof of submission	Proof of submission and acknowledgement	Number	0	0	1	0
TL_0030	Office of the Municipal Manager	KPA 4: MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT	Promote improved skills through education and training	Signing of performance agreements with all identified personnel before 31 July 2022 (MM, Directors)	Number of performance agreements signed by 31 July 2022	100	3	3	3	3	Signed Performance agreements	Signed Performance agreements	Number	3	0	0	0
TL_0031	Office of the Municipal Manager	KPA 4: MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT	Promote improved skills through education and training	Submit the draft Annual Report to Council by 31 August 2022	Draft Annual Report submitted to Council by 31 August 2022	1	1	1	1	1	Draft Annual Report	Draft Annual Report, and resolution by Council	Number	1	0	0	0
TL_0032	Office of the Municipal Manager	KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION	Ensure informed and participative citizenry	Prepare and submit quarterly progress reports to the Audit Committee on the implementation of the Risk Based Audit Plan (RBAP) and progress made with the proposed corrective actions in internal audit reports by the applicable sections.	Number of reports to Audit Committee	4	4	4	4	4	Report to the Audit Committee	Report to the Audit Committee and proof of submission	Number	1	1	1	1

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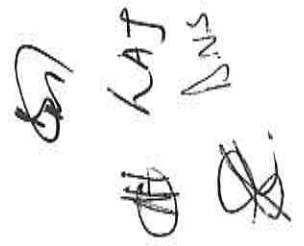
Office of the Municipal	KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION	Ensure informed and participative citizenry	Submit the Oversight Report on the Annual Report to Council by 31 March 2023	Oversight to Report to Council	1	1	1	1	1	1	Oversight Report to Council	Oversight Report to Council, and resolution by Council	Number	0	0	1	0
Office of the Municipal	KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION	Ensure informed and participative citizenry	Spend 90% of the Library Grant by 30 June 2023	% of the allocation spend [(Actual expenditure/total grant allocation received) x 100]	0	100%	1	1	1	1	Report from EMS (Sebata)	Annual spending report of Library Grant	Percentage	0%	0%	0%	100%
Office of the Municipal	KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION	Ensure informed and participative citizenry	Submit IDP Process Plan to Council for approval by 31 August 2022	IDP Process Plan to Council	1	1	1	1	1	1	IDP Process Plan	IDP Process Plan, and resolution by Council	Number	1	0	0	0
Office of the Municipal	KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION	Ensure informed and participative citizenry	Review the IDP and submit draft to council by 31 March 2023	Draft reviewed IDP submitted to Council by 31 March 2023	1	1	1	1	1	1	Draft reviewed IDP	Draft reviewed IDP, and resolution by Council	Number	0	0	1	0
Office of the Municipal	KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION	Ensure informed and participative citizenry	Develop the Risk Based Audit Plan for 2023/24 and submit to the Audit Committee by 30 June 2023	Risk Based Audit Plan submitted to the Audit Committee by 30 June 2023	1	1	1	1	1	1	Risk based audit plan	Risk based audit plan submitted to Audit Committee, and proof of submission	Number	0	0	0	1



15. CORE MANAGEMENT COMPETENCIES – ANNEXURE B

The competency level will be assessed according to the extent to which specified standards have been met.

Competency	Definition	Standards
Strategic Capability and Leadership	Must be able to provide a vision, set the direction for the municipality and inspire others in order to deliver on the municipality's mandate.	<ul style="list-style-type: none"> • Evaluates all activities to determine value added and alignment with the organizations' strategic goals • Displays and contributes in-depth knowledge to strategic planning at the organizational level. • Ensure alignment of strategies across various functional areas to the organization strategy • Defines performance measures to evaluate the success of organization's strategy • Monitors and review strategic plans consistently and takes corrective action to keep plans on track in light of new challenges in the environment • Promotes organization's mission and vision to all relevant stakeholders • Empowers others to deal with complex and ambiguous situations. • Develops and implements risk management. • Achieves agreement or consensus in an adversarial environment
Programme and Project Management	Must be able to plan, manage, monitor and evaluate specific activities in order to ensure that policies are implemented and that Local Government objectives are achieved.	<ul style="list-style-type: none"> • Manages multiple projects and balances priorities and conflicts between projects based on broader organizational goals. • Manages risks across multiple projects by examining total resource requirements and assessing impact of projects on the day-to-day operations. • Modifies project approach and budget without compromising the quality of outcomes and the desired results
Financial Management	Must be able to know, understand and comply with the Municipal Finance Management Act No 56 of 2003	<ul style="list-style-type: none"> • Takes ownership of key planning, budgeting and forecasting processes and answers questions related to topics within own responsibility. • Formulates long term financial plans and resource allocations. • Develops and implements systems, procedures and processes in order to improve financial management • Advises on policies and procedures regarding asset control. • Dynamically allocate resources according to internal and external objectives.
Service Delivery Innovation	Must be able to explore and implement new ways of delivering services that contribute to the improvement of municipal	<ul style="list-style-type: none"> • Formulates and implements new ideas throughout the organization. • Ensures buy-in from key stakeholders • Consults and utilizes international best practices in SDI/ • Coaches others on innovation techniques • Inspires service providers to improve delivery of services



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	processes in order to achieve municipal goal	<ul style="list-style-type: none"> Analyses ineffective team and work processes and recommends improvement Recognizes and rewards desired behaviours and results Mentors and counsels others Addresses balance between individual career expectations and organizational needs. Considers developmental needs of personnel when building teams and assigning tasks. Establishes an environment in which personnel can maximize their potential.
People Management and Empowerment	Must be able to manage and encourage people, optimize their outputs and Effectively manage relationships in order to achieve the municipality's goals.	<ul style="list-style-type: none"> Coaches others about the importance and application of customer and client knowledge. Fosters an environment in which customer satisfaction is valued and delivered. Addresses and resolves high risk high profile stakeholder issues. Takes advantage of opportunities to learn about stakeholders and brings this information to own functional area.
Client Orientation and Customer Focus	Must be willing and able to deliver services effectively and efficiently in order to put the spirit of customer service (Batho Pele) into practice.	<ul style="list-style-type: none"> Communicates high risk sensitive matters to all relevant stakeholders Develops well defined communication strategy Balances political views with organizational needs which communicating differing view points on complex issues. Communicates with the media without compromising the integrity of the organization
Communication	Must be able to exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence other to achieve the desired outcomes.	

CORE OCCUPATIONAL COMPETENCIES		
Knowledge of Performance Management and Reporting	The ability to support the implementation of performance management and reporting in the municipality.	<ul style="list-style-type: none"> Knowledge and understanding of the legislative framework governing performance management in local government. Supporting and contributing to the timely preparation, submission and publication of statutory reports including annual report, in-year reporting. Ability to interpret the performance information. Advanced knowledge of performance management issues and concepts. Thorough understanding of reporting requirements Ability to analyse regulatory frameworks and various models of policy processes.
Competence in policy conceptualization and implementation	Ability to support and contribute to the formulation of policy and by laws as well as ability to implement, manage and oversee the implementation of policy with the area of responsibility	










16. ANNEXURE C

PERSONAL DEVELOPMENT PLAN (PDP)

made and entered into by and between

KAROO HOOGLAND LOCAL MUNICIPALITY
("the employer")

herein represented by

ANTHONY SELESTIAN MIETAS
in his capacity as Mayor

And


DON-PEBRO MAGNUS MALAN

(In his capacity as the MM)

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1. PERSONAL DEVELOPMENT PLAN

- 1.1.1 A Municipality should be committed to-
- (a) the continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and
 - (b) managing training and development within the ambit of relevant national policies and legislation.
- 1.1.2 A Municipality should follow an integrated approach to Human Resource Management, that is:
- (a) Human resource development forms an integrated to Human Resource Planning and management.
 - (b) In order for training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals and career pathing.
 - (c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs can be identified through performance management and appraisal.
 - (d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached and these should be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.
 - (e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities



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in the municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.

1.1.3 The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs.

1.1.4 Compiling the Personal Development Plan attached at Annexure C.

(a) Competency assessment instruments, which are dealt with more specifically in Annexure C, should be established to assist with the objective assessment of employees' actual competencies against their job specific competency profiles and managerial competencies at a given period in time with the purpose of identifying training needs or skills gaps.

(b) The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his/her employee, to compile a Personal Development Plan. The identified training needs should be entered into column 1 of Annexure C, entitled Skills / Performance Gap. The following should be carefully determined during such a process:





(i) **Organisational needs**, which include the following:

- o Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
- o The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
- o Specific competency gaps as identified during the probation period and performance appraisal of the employee.

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(ii) Individual training needs that are job / career related

- (c) Next, the prioritisation of the training needs (1 to) should be listed since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritized for purposes of accommodating critical / strategic training and development needs in the HR Plan, Personal Development Plan and the Workplace Skills Plan.
- (d) Consideration must then be given to the expected outcomes, to be listed in column 2 of Annexure C, so that once the intervention is completed the impact it had can be measured against relevant output indicators.
- (e) An appropriate intervention should be identified to address training needs / skills gaps and the outcome to be achieved but with due regard to cost effectiveness. These should be listed in column 3 of Annexure C, entitled: Suggested training and / or development activity in line with the National Qualifications Framework, which could enable the trainee to obtain recognition towards a qualification for training undertaken. It is important to determine through the Training /Human Resource Development / Skills Development Unit within the municipality whether unit standards have been developed and registered with the South African Qualifications Authority that are in line the skills gap and expected outcomes identified. Unit standards usually have measurable assessment criteria to determine achieved competency.
- (f) Guidelines regarding the number of training days per employee and the nominations of employees: An employee should on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training interventions
- (g) Column 4 of Annexure C: The suggested mode of delivery refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity should impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [the official takes it upon him / her to read e.g.


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legislation]; internal or external training provision, coaching and / or mentoring and exchange programmes, etc.

- (h) The suggested time frames (column 5 of Annexure C) enable managers to effectively plan for the annum e.g so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically
- (i) Work opportunity created to practice skill / development areas, in column 6 of Annexure C, further ensures internalization of information gained as well as return on investment (not just a nice to have skill but a necessary to have skill that is used in the workplace).
- (j) The final column, column 7 of Annexure C, provides the employee with a support person that could act as coach or mentor with regard to the area of learning.



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17. ANNEXURE C2 : Personal Development Plan of the MM

FULL NAME & SURNAME : DON-PEARS MAGNUS MALAN

1 JULY 2022 to 30 JUNE 2023

Skills / Performance Gap (in order of Priority)	Outcomes Expected (measurable indicators, quantity, quality and time frames)	Suggested training and development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill / development area	Support Person
Financial management						
People management						
Analysis & Innovation						
Change Leadership						
Governance Leadership						



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