

FRANCES BAARD DISTRICT MUNICIPALITY



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**FRANCES BAARD DISTRICT MUNICIPALITY,
AS REPRESENTED BY THE EXECUTIVE MAYOR**

Cllr. Buyiswa Virginia Ximba

.....
(FULL NAMES)

AND

Ms. Kealeboga Granney Gaborone

.....
ACTING MUNICIPAL MANAGER

FRANCES BAARD DISTRICT MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2017 - 30 JUNE 2018

PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

The FRANCES BAARD DISTRICT MUNICIPALITY, herein represented by Cllr Buyiswa Virginia Ximba (Full names and surname) in her capacity as *Executive Mayor* (hereinafter referred to as the Employer or Supervisor)

and

Ms Kealeboga Granney Gaborone (Full names and surname) *Acting Municipal Manager* of the FRANCES BAARD 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 the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"), the Municipal Performance Regulations of August 2006 and the Performance Management Policy of the municipality. The employer and the employee are hereinafter referred to as "the Parties".

1.2 The Systems Act, the Performance Regulations of 2006 and the approved Performance Management Policy 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 the Systems Act, the Performance Regulations and the approved Performance Management Policy of the municipality.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

2.1 comply with the provisions of Section 57(1)(b),(4a),(4b) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;

2.2 specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;

2.3 specify accountabilities as set out in the Performance Plan (Annexure A);

2.4 monitor and measure performance against set targeted outputs;

2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to assess whether the Employee has met the performance expectations applicable to her job;

2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the employee for permanent employment and/or to assess whether the employee has met the performance expectations applicable to her job;

2.6 appropriately reward/pay the employee in accordance with the employer's performance management policy in the event of outstanding performance and relationship with the employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION OF AGREEMENT

3.1 This agreement will commence on the 1st of July 2017 and will remain in force until the 30th of September 2017 whereafter a new Performance Agreement, Performance Plan and Personal Development Plan (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. 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.

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 (Appendix 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 "Appendix A" would be set by the employer in consultation with the employee and based on the Integrated Development Plan (IDP), the Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the employer for a particular financial year, 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 in relation 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 (IDP).

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.

6. PERFORMANCE AGREEMENT

6. The Employee agrees to sign and adhere to the performance conditions and criteria set out in the Performance Agreement and the Performance Plan (Appendices A, B and C).

6.1 The Employee undertakes to actively focus towards the promotion and implementation of the KPA's and KPI's (including special projects relevant to the employee's responsibilities) within the local government framework.

6.2 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 Plan (Appendices A and B).

6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Managerial Requirements (CCR's) respectively.

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

6.2.3 KPA's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.

6.3 The Employee's assessment will be based on her performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan (Appendix A), 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:

APPENDIX A: KEY PERFORMANCE AREAS (KPA's)	Weighting
Basic Service Delivery	20
Local Economic Development	20
Municipal Institutional Development and Transformation	20
Municipal Financial Viability and Management	20

Good Governance and Public Participation	20
Total	100

6.4 The CCR's will constitute the other 20% of the Employee's assessment score. CCR's 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:

APPENDIX B: CORE COMPETENCY REQUIREMENTS (CCR's)		
1. Core Managerial Competencies (CMC's)	✓	Weight
Client Orientation and Customer Focus	✓	10
Financial Management (compulsory)	✓	10
People Management and Empowerment (compulsory)	✓	10
Programme and Project Management		
Service Delivery Innovation	✓	10
Strategic Capability and Leadership	✓	10
2. Core Occupational Competencies (COC's)		
Policy conceptualisation, analysis and implementation	✓	10
Exceptional and dynamic creativity to improve the municipality	✓	10
Knowledge of legislative and policy framework		
Knowledge of development local government	✓	10
Knowledge of functional municipal fields	✓	10

Knowledge of performance management		
Skills in governance	✓	10
TOTAL		100

7. EVALUATING PERFORMANCE

7.1 The Performance Plan (Appendices A and B) to this Agreement sets out –

7.1.1 standards and procedures for evaluating the Employee's performance; and

7.1.2 intervals for the evaluation of the Employee's performance.

7.2 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.

7.3 Personal growth and development needs to be identified during any performance review discussion and must be documented in a "Personal Development Plan" (Appendix C) as well as the actions agreed upon and implementation must take place within set time frames.

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

7.5 The annual performance appraisal will involve:

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

(a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

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

(c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CCR's (CMC's and COC's)

(a) Each CCR 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 CCR.

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

7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCR's:

Level	Terminology	Description	Rating: 1 - 5
5.0	Outstanding performance	Performance exceeds by far the standard expected of the 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.	
4.0 to 4.9	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.	
Level	Terminology	Description	Rating: 1 - 5
3.0 to 3.9	Fully effective	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 Agreement and Performance Plan.	
2.0 to 2.9	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.	
1.0	Unacceptable	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	

to 1.9	performance	performance criteria and indicators as captured 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.	
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7.7 For purposes of evaluating the performance of the Acting Municipal Manager, an evaluation panel constituted by the following persons will be established –

- 7.7.1 Executive Mayor;**
- 7.7.2 Chairperson/member of the Audit Committee;**
- 7.7.3 Mayor from another Municipality; and**
- 7.7.4 Municipal Manager from another Municipality.**

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 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:

(Appraisals will be done during the first two weeks of each new quarter.)

First quarter	:	July – September -----
Second quarter	:	October – December -----
Third quarter	:	January – March -----
Fourth quarter	:	April – June -----

8.2 The Employer shall keep record of the mid-year review and annual assessment.

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

8.4 The Employer will be entitled to review and make reasonable changes to the provisions of "Appendices A and B" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

8.5 The Employer may amend the provisions of "Appendices A and B" 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.

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall –

10.1.1 create an enabling environment to facilitate effective performance by the employee;

10.1.2 provide access to skills development and capacity building opportunities;

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

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

10.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –

11.1.1 a direct effect on the performance of any of the Employee's functions;

11.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3 a substantial financial effect on the Employer.

11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

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

12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment, only if such a remuneration band exists within the remuneration system of the municipality for the particular post level.

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

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

12.4.2 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.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature of the Acting Municipal Manager's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

13.1.1 the Executive Mayor within thirty (30) days of receipt of a formal dispute from the Acting Municipal Manager.

13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of "Appendices A and B" may be made available to the public by the employer.

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Acting Municipal Manager in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at KIMBERLEY on this 31
day of July 2017.



ACTING MUNICIPAL MANAGER



EXECUTIVE MAYOR

AS WITNESSES:

1. 

2. 

FRANCES BAARD DISTRICT MUNICIPALITY
PERFORMANCE MANAGEMENT SYSTEM (PMS)
PERFORMANCE PLAN FOR THE PERIOD 01 JULY 2017 TO 30 JUNE 2018: ACTING MUNICIPAL MANAGER - Ms. Kealeboga Gaborone
KEY PERFORMANCE AREAS (KPA's) and KEY PERFORMANCE INDICATORS (KPI's) = 80%

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

Key responsibilities:

- 1. Promote basic service delivery in the district.
- 2. Promote the implementation of municipal institutional development and transformation.
- 3. Promote sustainable economic development in the district.
- 4. Promote financial viability and management.
- 5. Promote good governance and public participation.

KPA	Key Performance Area (KPA)	Weight	KPI	Key Performance Indicators (KPI)	SDBIP	Weight	Baseline Information	Annual Targets		Quarterly Projections					
								Time Frame	Quantity	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
No.			No.	100			KPI's	100	Start - End	Number	%	Number	%	Number	%

1.	Municipal Infrastructure Development and Basic Service Delivery.	24	1.1	Percentage improved access to sustainable basic municipal infrastructure services in the district pertaining to the 2017/18 FY. (Link: i/5 2, 3, + 7) - (Monetary)	2 - 6 + 7	6	Allocations 2017/18 100%	01/07/2017 - 30/06/2018	R 27 800 000	100%	R 2 280 000	8,2%	R 9 605 000	34,6%	R 21 425 000	77,1%	R 27 800 000	100%
			1.2	Percentage non-monetary support to local municipalities in the district pertaining to project prioritisation for 2018/19 and job creation (EPWP) for the 2017/18 FY. (Link: i/5 1 + 6) - (Non-monetary)	1 + 6	6	Allocations for 2018/19 & EPWP Targets for 2017/18	01/07/2017 - 30/06/2018	8 + 4 of i/5 1) 100% + 2	1	12,5%	3	37,5%	5	62,5%	8 + (4 of i/5 1) 100% i/5 1) / 2	100%	
			2.	Percentage/amount spent in support to local municipalities pertaining to grants and EPWP targets achieved for the 2017/18 FY. (Link: i/5 4 + 5)	4 - 5	6	2017/18 FY Grant Allocations & Targets: 100%	01/07/2017 - 30/06/2018	R 3 684 000	100%	R 310 000	8,4%	R 1 105 200	30,0%	R 2 210 400	60,0%	R 3 684 000	100%
			3.	Percentage support in the facilitation of sustainable human settlements in the district for the 2017/18 FY. (Link: i/5 8 + 9)	8 - 9	6	Reviewed human settlements sector plans and chapters	01/07/2017 - 30/06/2018	-	-	25,0%	-	50,0%	-	75,0%	-	100%	

2. Local Economic Development (LED)																		
2.	Local Economic Development (LED).	18	4.	Percentage support ensured in the facilitation of growth and diversification of the economy in the district for the 2017/18 FY. (Link: P/D 1, 2, 3)	10 - 12	9	100% Completion of projects and programmes 2016/17	01/07/2017 - 30/06/2018	10	100%	8	27,5%	10	56,8%	8	77,7%	10	100%
			5.	Percentage support ensured in the development of tourism in the district for the 2015/16 financial year. (Link: P/D 4, 5, 6)	13 - 15	9	100% Completion of projects and programmes 2016/17	01/07/2017 - 30/06/2018	12	100%	9	31,3%	10	56,0%	11	77,3%	12	100%

3. Institutional Development and Transformation																
3. Municipal Institutional Development and Transformation.																
22																
6.	Percentage improvement in support of sustainable municipal health and environmental services in the district for the 2017/18 FY. (Link: Adm 1)	16	2	2016/17 Programmes Completed	01/07/2017 - 30/06/2018	-	100%	-	25,0%	50%	-	75%	-	100%		
7.	Percentage improvement in support to sustainable environmental planning and management in the district for the 2017/18 FY. (Link: Adm 2)	17	2	2016/17 Programmes Completed	01/07/2017 - 30/06/2018	-	100%	-	25,0%	50%	-	75%	-	100%		
8.	Percentage promotion and implementation of effective and efficient disaster management and fire fighting services in the district for the 2017/18 FY. (Link: Adm 3, 4, 5)	18 - 21	2	2016/17 Programmes Completed	01/07/2017 - 30/06/2018	-	100%	-	23,3%	50,0%	-	75,0%	-	100%		
9.	Percentage contribution to safeguard the municipality's assets and to ensure a safe and healthy working environment in FBDM. (Link: Adm 6)	22	2	2016/17 Programmes Completed	01/07/2017 - 30/06/2018	-	100%	-	25,0%	50,0%	-	75,0%	-	100%		
10.	Percentage provision of an effective human resource management function in FBDM and support to local municipalities in the district for the 2017/18 FY. (Link: Adm 7, 8, 9 + CFO 6 + P/D 7 + i/5 14)	22 - 24	2	100% Compliance with HR legislative requirements	01/07/2017 - 30/06/2018	-	100%	-	22,0%	44,0%	-	66,0%	-	100%		
11.	Percentage provision of effective archival management and office support services in FBDM for the 2017/18 FY. (Link: Adm 10, 11, 12)	25 - 27	2	100% Compliance with archival legislation and office support provided in 2016/17	01/07/2017 - 30/06/2018	-	100%	-	18,8%	37,5%	-	56,3%	-	100%		
12.	Percentage provision of an effective ICT support service in FBDM and the 3 local municipalities of the district for the 2017/18 FY. (Link: Admin 13, 14)	28 - 29	2	Approved projects/activities for 2017/18 and 100% support provided	01/07/2017 - 30/06/2018	-	100%	-	22,5%	50,0%	-	72,5%	-	100%		
13.	Number and percentage credibility of reviewed IDP's in the district for the 2017/18 FY. (Link: P/D 8, 9)	30 - 31	2	IDP legislative requirements	01/07/2017 - 30/06/2018	-	100%	-	25,0%	50,0%	-	75,0%	-	100%		
14.	Percentage compliance and implementation of a sustainable PMS in FBDM and support to local municipalities for the 2017/18 FY. (Link: MM/PMS + Admin 15 + CFO 7 + P/D 10 + i/5 13)	32 - 33	2	100% Compliance and support provided to the LMs	01/07/2017 - 30/06/2018	-	100%	-	25,0%	50,0%	-	75,0%	-	100%		
15.	Percentage facilitation of the development of urban areas in accordance with approved spatial plans in the 3 LM's for the 2017/18 FY. (Link: P/D 11)	34	2	Approved spatial plans	01/07/2017 - 30/06/2018	-	100%	-	100,0%	100,0%	-	100,0%	-	100%		
16.	Percentage support and assistance with GIS shared services to local municipalities in the district as a tool for planning and service delivery in the 2017/18 FY. (Link: P/D 12,13)	35 - 36	2	100% Completed projects in 2 LMs and 3 workshops conducted in 2016/17 FY	01/07/2017 - 30/06/2018	-	100%	-	25,0%	50,0%	-	75,0%	-	100%		

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Purpose: The performance plan defines Council's expectations of the Municipal Manager's performance objectives and targets must be based on key performance indicators (KPI's) as set in the Municipality's Integrated Development Plan (IDP) as reviewed annually.									
Key responsibilities:									
1. Promote basic service delivery in the district.									
2. Promote the implementation of municipal institutional development and transformation.									
3. Promote sustainable economic development in the district.									
4. Promote financial viability and management.									
5. Promote good governance and public participation.									