

FRANCES BAARD DISTRICT MUNICIPALITY



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**FRANCES BAARD DISTRICT MUNICIPALITY,
AS REPRESENTED BY:
THE MUNICIPAL MANAGER**

Ms. ZIPHORAH MANTSHA BOGATSU

.....
(FULL NAMES)

AND

Mr. FREDDY NTSHAVHENI NETSHIVHODZA

.....
(FULL NAMES)

THE ACTING HOD: PLANNING AND DEVELOPMENT

FOR THE PERIOD

1 July 2021– 30 June 2022

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

2.6 appropriately reward/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 July 2021 and will remain in force until the 30th June 2022 whereupon a new Performance Agreement, Performance Plan (Annexure A & B) and Personal Development Plan (Annexure C) 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 "May /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 & B) 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.

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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 his/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
Local Economic Development	40
Institutional Development and Transformation	40
Municipal Financial Viability and Management	10
Good Governance and Public Participation	10
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
Financial Management	√	10
Client Orientation and Customer Focus	√	10
People Management and Empowerment	√	10
Honesty and Integrity		
Problem Solving and Analytical Thinking		

7.5 The annual performance appraisal/assessment 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 a five-point scale should be provided for each KPA.

(c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) will then be used to add the scores and to 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 a five-point scale should be provided for each CCR.

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

7.5.3 Overall rating

An overall average rating is calculated by using the applicable assessment-rating calculator which in turn will constitute the final outcome of the performance appraisal/assessment.

7.6 The assessment of the performance of the employee will be based on the following rate 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 <u>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.</u>	

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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/Assessments will be done during the first two weeks of the new quarter.

First quarter (July – September 2021)

Second quarter (October – December 2021)

Third quarter (January – March 2022)

Fourth quarter (April – June 2022)

8.2 The employer shall keep record of the mid-year review and annual assessments.

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” or any other part of the performance plan and performance agreement whenever the performance management system has been changed or amended in which instances the employee will be fully consulted before any such changes are being 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

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13.1.1 the Municipal Manager of Frances Baard District Municipality within thirty (30) days of receipt of a formal dispute from the Acting Director: Planning and Development or

13.1.2 any other person appointed by the 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 Director: Planning and Development in terms of his 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 29 day of June 2021.

AS WITNESSES:

1. [Signature]

[Signature]

**ACTING DIRECTOR:
Planning and Development**

2. [Signature]

[Signature]
MUNICIPAL MANAGER

PERFORMANCE MANAGEMENT SYSTEM (PMS)																		
PERFORMANCE PLAN for 2021/2022 - ACTING DIRECTOR: PLANNING AND DEVELOPMENT (Mr. Freddy Netshivhodza)																		
APPENDIX A (1): KEY PERFORMANCE AREAS (KPA's) and KEY PERFORMANCE INDICATORS (KPI's) = 80%																		
Purpose: The performance plan defines Council's expectations of the Acting Director: Planning and Development'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) set in the Municipality's Integrated Development Plan(IDP) as reviewed annually.																		
Key responsibilities:																		
1. Local Economic Development.																		
2. Integrated Development Planning.																		
3. Geographical Information Management.																		
4. Town Planning and Land-Use Management.																		
5. Financial Viability and Management.																		
6. Good Governance and Public Participation.																		
No.	Key Performance Area	Weight	Key Performance Indicators				Baseline Information	Annual Targets				Quarterly Projections						
			No.	KPI's	SDBIP	Weight		Time Frame	Quantity		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
		100						Number	%	Number	%	Number	%	Number	%	Number	%	
KPA 2: Local Economic Development (LED)																		
1.1	To support the development of a diverse economy	10	1	Percentage completion of programmes aimed at the diversification of the district economy	7	10	33.3% Implemented 2020/21 planned programmes	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
1.2	To support the development of learning and skilful economies	5	2	Percentage completion of programmes aimed at developing learning and skilful economies	8	5	90% Implemented 2020/21 planned programmes	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
1.3	To facilitate the development of enterprises	5	3	Percentage completion of programmes aimed at developing enterprises	9	5	100% Implemented 2020/21 planned programmes	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
1.4	To facilitate the development of inclusive economies	10	4	Percentage completion of programmes aimed at developing inclusive economies	10	10	50% Implemented 2020/21 planned programmes	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
KPA 2: Local Economic Development (Tourism) continues...																		
2.1	To promote tourism in the Frances Baard District	10	5	Percentage completion of programmes aimed at upgrading, restoration and promotion of tourist attractions	11	5	90% Implemented 2020/21 planned programmes	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
			6	Percentage implementation of annual action plan to facilitate strategic partnerships and participation of role players	12	5	100% Implemented 2020/21 planned programmes	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
KPA 3: Municipal Institutional Development and Transformation																		
3.1	To develop and review the district municipality's IDP in compliance with legislation	5	7	Percentage progress in the review of the district municipal IDP	25	5	100%	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
3.2	To support the local municipalities in the preparation and review of their IDPs	4	8	Percentage support to local municipalities in the review of their IDPs	26	4	100%	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
3.3	To facilitate the development of land use management policies	2	9	Percentage development of By-Laws for three LMs	27,1	2	0	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
3.4	To facilitate the development of urban and rural areas in accordance with the relevant legislation	4	10	Percentage processing of land development applications received	28,1	3	100% processed applications received	01/07/2021 - 30/06/2022	-	100%	-	-	-	-	-	100%	-	100%
			11	Percentage progress on the review of the SDF's	28,2	1	73.31%	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
3.5	To facilitate development of Brown and Green field development	5	12	Percentage progress on the completion of one infill development	29	5	85.75% Completion of the Infill development in Phokwane Municipal area	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	-
3.6	To promote the use of GIS as a tool in the district	10	13	Percentage access and maintenance of GIS in the district.	30,1	5	100%	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
			14	Number of local municipalities trained and informed on GIS	30,2	5	100%	01/07/2021 - 30/06/2022	4	100%	-	-	2	100%	-	-	2	100%

PERFORMANCE MANAGEMENT SYSTEM (PMS)

PERFORMANCE PLAN for 2021/2022 - ACTING DIRECTOR: PLANNING AND DEVELOPMENT (Mr. Freddy Netshivhodza)

No.	Key Performance Area	Weight	Key Performance Indicators				Baseline Information	Annual Targets			Quarterly Projections							
			No.	KPI's	SDBIP	Weight		Time Frame	Quantity		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
									Number Amount	%	Number Amount	%	Number Amount	%	Number Amount	%		
		100				100												
KPA 3: Municipal Institutional Development and Transformation continued...																		
3,7	To maintain a functional performance management system in FBDM	10	15	Percentage compliance with performance management system within the Department: Planing and Development.	31	10	100%	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
KPA 4: Good Governance and Public Participation																		
4.1	To improve internal communication through the implementation of the internal communication strategy	10	16	Percentage implementation of the internal communication plan to ensure informed employees within the activities of the Department: Planing and Development.	34	10	100%	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%
KPA 5: Municipal Financial Viability and Management																		
5.1	To ensure compliance to all accounting and legislative reporting requirements.	10	17	Percentage compliance to budgeting and reporting requirements of the municipality within the activities of the Department: Planing and Development.	43	10	100%	01/07/2021 - 30/06/2022	-	100%	-	100%	-	100%	-	100%	-	100%

THIS AGREEMENT COVERS THE PERIOD: 1 JULY 2021 to 30 JUNE 2022

DATE SIGNED: 06/07/2021

ACTING DIRECTOR: PLANNING AND DEVELOPMENT:



MUNICIPAL MANAGER:

