

**PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN**

**THE MUNICIPALITY OF EMALAHLENI**

**AS REPRESENTED BY THE MUNICIPAL MANAGER**

**MR V.C. MAKEDAMA**

**(Herein after referred to as Employer)**

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**AND**

**DIRECTOR: PLANNING, ECONOMIC DEVELOPMENT, TOURISM AND AGRICULTURE**

**MR NKULULO MNTUYEDWA**

**(Herein after referred to as Employee)**

**FOR THE FINANCIAL YEAR:**

**01 JULY 2021– 30 JUNE 2022**

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## 1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of Section 57(1) (a) of the Local Government Municipal Systems Act, 32 of 2000 (The Systems Act) as amended. The Employer and Employee are hereinafter referred as "the Parties".
- 1.2 Section 57(1) (b) of the Systems Act, read with the contract of employment concluded between the parties, requires the Parties to conclude an annual performance agreement. The parties hereby agree to have this contract developed in terms of the Local Government Performance Regulations for Municipal Managers and Managers directly accountable to the Municipal Managers;
- 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 promote Local Government goals.
- 1.4 The parties wish to ensure there is compliance with Section 57(4)(b) and 57(5) of the Systems Act;
- 1.5 This performance agreement is between NKULULO MNTUYEDWA: DIRECTOR PEDTA and Municipal Manager. The performance agreement is for the 2021/2022 financial year only. The expected performance reflected in this agreement is based on the ~~Integrated Development Plan for 2021/2022 and the 2021/2022 Service Delivery and Budget Implementation Plan~~ and annual budget which have been adopted as the working documents of Emalahleni Municipality and therefore, shall be the basis of the performance assessment;
- 1.6 In this Agreement the following terms will have the meaning ascribed thereto:
  - 1.6.1 this "Agreement" – means the performance agreement between the Employer and the Employee and the Annexures thereto;
  - 1.6.2 the "Employer" means Emalahleni Local Municipality;
  - 1.6.3 the "Employee" means the Municipal Manager appointed in terms of Section 82 of the Municipal Structures Act;
  - 1.6.4 the "Parties" mean the Employer and Employee

## 2. PURPOSE OF THIS AGREEMENT

- 2.1 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities.
- 2.2 To specify accountabilities set out in the Performance Plan (Annexure A)
- 2.3 To monitor and measure performance against set targeted outputs and outcomes;
- 2.4 To establish a transparent and accountable working relationship;
- 2.5 To appropriately reward the Employee in accordance with Section 11 of this Agreement;
- 2.6 To give effect to the Employer's commitment to a performance orientated relationship with the Employee in attaining improved service delivery

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### 3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on 01 July 2021 and will remain in force until 30 June 2022 whereafter a new Performance Agreement shall be concluded between the Parties for the new financial year or any portion thereof;
- 3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31<sup>st</sup> July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

### 4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan sets out:
  - 4.1.1 the performance objectives and targets that must be met by the Employee;
  - 4.1.2 the time frames within which those performance objectives and targets must be met;
  - 4.1.3 the core competency requirements (Annexure B) as the management skills regarded as critical to the position held by the Employee;
- 4.2 The performance objectives and targets reflected and targets 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 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 that provide 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 the targets must be achieved; and
  - 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 4.4 The Employee's performance will, in addition, be measured in terms of the 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 adopted for the Employees 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 employees and service providers to perform to the standards required;

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- 5.3 The Employer will consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas (including special projects relevant to the Employee's responsibilities) within the Local Government framework;
- 5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of the two (2) components, Operational Performance and Core Competency Requirements (CCRs), both of which shall be contained in the Performance Agreement;
- 5.6 The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, which are linked to the KPAs and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and the Employee:

KPA No	KEY PERFORMANCE AREAS	Weight
1	Basic Service Delivery and Infrastructure	
2	Local Economic Development	60
3.	Municipal Transformation and Institutional Development	25
4	Good Governance and Public Participation	10
5	Municipal Financial Viability and Management	05
TOTAL		100%

- 5.7 The CCRs will make up the other 20% of the Employee's assessment score. CCRs that are deemed to be most critical for the Employee's specific job are reflected in the list below as agreed to between the Employer and Employee:

CCR No	CORE COMPETENCY REQUIREMENTS	Weight
1	Strategic Capability and Leadership	15
2	Programme and Project Management	15
3	Financial Management	5
4	Change Management	
5	Knowledge Management	10
6	Service Delivery Innovation (SDI)	15
7	Problem Solving and Analysis	15
8	People and Diversity Management	10
9	Client Orientation and Customer Focus	
10	Communication	10
11	Accountability and Ethical Conduct	5
TOTAL		100%

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## 6. PERFORMANCE ASSESSMENT

- 6.1 The Performance Plan (Annexure A) to this Agreement set out-
  - 6.1.1 the standards and procedures for evaluating the Employee's performance; and
  - 6.1.2 the intervals for 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 timeframes;
- 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.12 below:
- 6.5 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;
- 6.6 Assessment of the achievement of results as outlined in the performance plan:
  - 6.6.1 each KPI or group of KPIs 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;
  - 6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;
  - 6.6.3 The Employee will submit her self-evaluation to the Employer prior to the formal assessment;
  - 6.6.4 In the instance where the Employee could not perform due to reasons outside the control of the Employer and Employee, the KPI will not be considered during the evaluation. The Employee should provide sufficient evidence in such instances; and
  - 6.6.5 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.7 Assessment of the CCRs
  - 6.7.1 Each CCR shall be assessed according to the extent to which the specified standards for the required proficiency level have been met;
  - 6.7.2 A rating on the five-point scale shall be provided for each CCR which will then be multiplied by the weighting to calculate the final score;
  - 6.7.3 Each CCR will be assessed in terms of the definitions provided (Annexure B) on a 360 degree basis during the mid-year and year-end reviews and will inform the final score awarded by the Evaluation Committee. 360 degree means that the Employee's peers and managers reporting to her will assess her CCRs; and
  - 6.7.4 An overall score will be calculated based on the total of the individual scores calculated above;

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**6.8 Overall Rating**

**6.8.1** An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.4 above; and

**6.8.2** Such overall rating represents the outcome of the performance appraisal

**6.9** The assessment of the performance of the Employee will be based on the following rating scale for KPIs and CCRs.

Level	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 PA and Performance Plan and maintained this in all areas of responsibility throughout the year
4	Performance significantly above expectation	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The Employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management effort to encourage improvement

**6.10** For purposes of evaluating the performance of the Employee for the mid-year and year-end reviews, an Evaluation Panel constituted of the following persons will be established:

**6.10.1** Municipal Manager of Emalahleni Municipality

**6.10.2** Municipal Manager from another municipality

**6.10.3** Audit Committee member (Chairperson)

**6.10.4** Member of the Executive Committee

**6.10.5** Ward Committee member

**6.11** The assessment panel will evaluate the performance of the Employee as at the end of the second (nd) and fourth (4th) quarters; and

**6.12** The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meetings.

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## 7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1 The performance of the Employee in relation to his performance agreement shall be reviewed on the following dates with the understanding that the reviews in the first and third quarters be verbal and performance must be satisfactory with Portfolio of Evidence:

QUARTER	REVIEW PERIOD	REVIEW TO BE COMPLETED BY
1	July – September: Qtr. 1	October 2021
2	October – December: Qtr. 2	January 2022
3	January – March Qtr. 3	April 2022
4	April – June Qtr. 4 (Year End)	July 2022

- 7.2 Formal assessment will require an employee to submit a report on achievements of each target objective as indicated in the service delivery and budget implementation plan with portfolio of evidence.
- 7.3 The Employer shall keep a record of the mid-year and year-end assessment meetings.
- 7.4 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 7.5 The Employer will be entitled to review and make reasonable changes to the provisions of the Performance Plan from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and
- 7.6 The Employer may amend the provisions of the Performance Plan whenever the performance management or amended as the case may be. In that case, the Employee will be fully consulted before any changes to this performance agreement to ensure effective implementation of reviewed service delivery and budget implementation plan where changes are made in terms of Section 54.

## 8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such changes or plan is made.

## 9. OBLIGATIONS OF THE EMPLOYER

### 9.1 The Employer shall-

- 9.1.1 create an enabling environment to facilitate effective performance by the Employee.
- 9.1.2 provide access to skills development and capacity building opportunities.
- 9.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that my impact on the performance of the Employee.
- 9.1.4 on the request of the Employee, delegate such powers reasonably required by the Employee to enable her to meet the performance objectives and targets established in terms of this Agreement; and

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- 9.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time assisting 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 its powers will have amongst others-

10.1.5 a direct effect on the performance of any of the Employee's functions.

10.1.6 Commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.7 A substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

## 11 REWARD

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

11.2 The performance bonus will be rated as follows:

Performance rating:

0% - 45%	poor performance
46% - 55%	average performance
56% - 65%	fair performance
66% - 100%	good performance
101% and more	excellent performance

11.3 The Performance bonus will be paid as follows:

- 130%-149% is awarded a performance bonus ranging from 5%-9% of total remuneration package.
- 150% and above is awarded a performance bonus ranging from 10% -14% of total remuneration package.

## 12 MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting.

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures.

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

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 her performance; and
- 12.4.2 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 her duties.

### 13 DISPUTE RESOLUTION

- 13.4 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may, within seven (7) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing.
- 13.5 If the Parties cannot resolve the issues within ten (10) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within thirty (30) business days; and
- 13.6 In the event that the mediation process contemplated above fails, the relevant clause of the contract of employment shall apply.

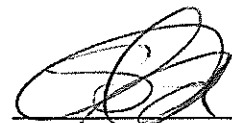
### 14 GENERAL

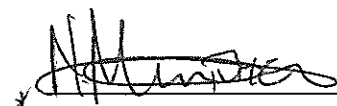
- 14.4 The contents of this agreement and the outcome of any review conducted in terms of the Performance Plan may be made available to the public by the Employer; and
- 14.5 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

THUS DONE AND SIGNED AT CACABU ON THE 01 DAY OF JULY 2021

AS WITNESSES

  
SIGNATURE

  
SIGNATURE

  
DIRECTOR PEDTA:


FOR AND ON BEHALF OF THE EMALAHLENI MUNICIPALITY

THUS SIGNED AT CACABU ON THE 01 DAY OF JULY 2021


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AS WITNESSES

  
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MUNICIPAL MANAGER

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## ANNEXURE A

### PERFORMANCE PLAN: 2021/2022

MR NKULULO MNTUYEDWA

### EMALAHLENI LOCAL MUNICIPALITY

This Performance Plan defines the Council's expectations and legal prescribes that the Municipal Manager must at all material times comply and uphold in accordance with the Performance Agreement to which this document is attached. Section 57(5) of the Municipal Systems Act and the Performance Regulations gazetted in Notice Number 805 provides that performance objectives and targets must be based on the Key Performance Indicators enshrined in the Municipality's Integrated Development Plan and determined in agreement with the Mayor (as representative of Council).

The following are three (3) parts to this performance plan, which are:

1. Scorecard detailing IDP goals (Key Performance Areas) and their related key performance indicators, weightings and target dates
2. Core Competency Requirements
3. Personal Development Plan

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#### STATEMENT ON PURPOSE OF POSITION

To perform all the duties and functions of the Director: Planning, Economic Development, Tourism and Agriculture as required by the relevant legislation or reasonably stipulated by the Municipal Manager, to be accountable for the execution of all the resolutions of the Municipality, the coordination of all the activities of the municipality, to be accountable for the general supervision, control and efficiency of the Directorate of Planning, Economic Development, Tourism and Agriculture and to ensure compliance with all of the key performance areas as set out in the contract of employment between the Council, as represented by the Municipal Manager and the Director: Planning, Economic Development, Tourism and Agriculture.

#### PERFORMANCE REVIEW PROCEDURE

A performance review will be held on a quarterly basis with a formal performance review in December/January and in June/July after the end of the financial year with the understanding that review in the first and third quarter may be verbal if performance is satisfactory.

The Municipal Manager may request input from agendas, minutes and "customers" on the Director's performance throughout the review period. This may be done through discussion or by asking "customers" to complete a rating form to submit to the Evaluation Panel for consideration. Customers are people who are able to comment on the Director's performance since they have worked closely with her on some or all aspects of her job.

The Director: Planning, Economic Development, Tourism and Agriculture should prepare for quarterly performance evaluation by providing a brief description of achievements, including reference to evidence, supporting documentation (documents, reports and/or resolutions with dates of submission) in the relevant column in the KPA scorecard below. Achievement should be reported on cumulatively.

The Director: Planning, Economic Development, Tourism and Agriculture will provide a rating for herself for the final assessment against the agreed objectives in the column provided in the KPA Scorecard.

The Director: Planning, Economic Development, Tourism and Agriculture and the Evaluation Panel should meet to conduct formal performance rating and agree on final score. It may be necessary to have two (2) meetings, that is, give the Director: Planning, Economic Development, Tourism and Agriculture scores and allow her time

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to consider them before final agreement. In the event of disagreement, the Evaluation Panel has the final say with regard to the final score that is given.

The Evaluation Panel should provide ratings of the Director's performance against agreed objectives as a result of portfolio of evidence and/or comments and input.

Initially the scoring should be recorded on the scorecard then transferred onto the consolidated score sheet.

Any reason for non-compliance should be recorded during the review session by keeping of minutes of the review session.

The assessment of the performance of the Director: Planning, Economic Development, Tourism and Agriculture will be based on the rating scale for KPAs as set out in the Performance Agreement.

Only those items relevant for the review period in question should be scored.

The assessment of the performance of the Director: Planning, Economic Development, Tourism and Agriculture on the applicable CCRs will be based on the rating scale as reflected in Section 4 of the Performance Plan.

The Honourable Mayor and Municipal Manager should prepare and agree on a Personal Development Plan for addressing developmental gaps.

The Municipal Manager and Director: Planning, Economic Development, Tourism and Agriculture should set new objectives, targets, performance indicators, weightings and dates for the following financial year.

Poor work performance will be dealt with in terms of Regulation 52 (3) of the Performance Regulations.

#### **FUNCTIONAL ALIGNMENT OF THE INDIVIDUAL PERFORMANCE SCORECARD TO THE IDP**

The IDP of the Emalahleni Municipality for the 2021/22 financial year is aligned to the prescribed Key Performance Areas:

1. Good Governance and Public Participation
2. Basic Service Delivery
3. Local Economic Development
4. Institutional Development and Transformation
5. Financial Viability and Management

All Directorates within the organisation are accountable for the successful fulfilment of the IDP specific programmes listed under each of the above KPAs. The Director: Planning Economic Development, Tourism and Agriculture is directly accountable for the following programmes directly linked to the IDP for 2021/2022 as indicated in the IDP column of the scorecard.

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# 1. KEY PERFORMANCE AREA SCORECARD

Strategic Objective	Key Performance Indicator	Baseline Indicator	Budget Allocation	Funding Source	Indicator Code	Weight	Annual Target 021/2022	Quarter	Quarterly Target	Portfolio of Evidence	Customer Satisfaction
KPA 1 - BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT =%											
KPA 2: LOCAL ECONOMIC DEVELOPMENT = 60%											
To promote, facilitate and improve sustainable local economic development through identification and implementation of local economic development programmes by June 2022	Number of SMME information dissemination and advisory sessions facilitated	4 SMME information dissemination and advisory sessions facilitated	Opex	2_22_22.1_P049	5%		4 SMME information dissemination and advisory sessions facilitated by 30 June 2022	1	Not Applicable	Quarterly Report	PED TA
								2	1 SMME information dissemination and advisory session facilitated in Cacadu		
								3	1 SMME information dissemination and advisory session facilitated in Indwe		
								4	1 SMME information dissemination and advisory session facilitated in Dordrecht		
To promote, facilitate and improve sustainable local economic development through identification and implementation of local economic development programmes by June 2022	Number of SMME's supported	3 SMMEs supported (Mphothulo Youth sub-contractors)	Opex	2_22_22.2_P050	6%		1 SMME supported with production inputs in ELM by 30 June 2022	1	Procurement of Production inputs facilitated	Quarterly Reports	PED TA
								2	Delivery of production inputs conducted		
								3	N/A		
								4	N/A		
	Number of business	20 Businesses and	Opex	2_22_22.3_P051	5%		30 Business licenses issued (8	1	Stakeholder engagement on Business licensing facilitated	Business Licences	PED TA
								2	8 Business licences issued in Cacadu		

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licenses issued	Hawkers licensed (6 Indwe, 8 Cacadu. and 6 Dordrecht)					Indwe, 14 Cacadu and 3 Dordrecht) by 30 June 2022	3	6 Business Licences issued in Indwe	Quarterly reports	PED TA
Number of agricultural development services (branding & 2 advisory services) facilitated	3 Advisory sessions and 1 farmer's day conducted					2000 livestock branded in Emalahleni subject to community requests by 30 June 2022	1 2 3 4	200 livestock branded 200 livestock branded 800 livestock branded 800 livestock branded		PED TA
						3 advisory sessions for branding certificate applications facilitated in ward 2, 7, 8, 9, 10 and 13 by 30 June 2022	1 2 3 4	Advisory session on branding certificates facilitated in ward 2, 7 and 8. Advisory session on branding certificates facilitated in ward 9, 10 and 13. N/A N/A	Quarterly	PED TA
Small Scale Irrigation Scheme and Crop Production Processing Plan Developed and Implemented	2 Livestock Marketing Sessions facilitated	Opex	2_23_23.4_P055	6%		Small Scale Irrigation Scheme and Crop Production Processing Plan reviewed and implemented by 30 June 2022	1 2 3 4	Small Scale Irrigation Scheme and Crop Production Processing Plan Reviewed Small Scale Irrigation Scheme and Crop Production Processing Plan implemented Small Scale Irrigation Scheme and Crop Production Processing Plan implemented Small Scale Irrigation Scheme and Crop Production Processing Plan implemented	Quarterly Reports	PED TA

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To promote, facilitate and improve sustainable local economic development through identification and implementation of local economic development programmes by June 2022	Number of Forestry Management sessions facilitated	3 Forestry management committees established in Ward 4, 12 and 2		Opex	2_25_25.1_P057	6%	3 Forestry Management Sessions Facilitated by 30 June 2022	1 2 3 4	Not Applicable 1 Forestry Management Session Facilitated 1 Forestry Management Session Facilitated 1 Forestry Management Session Facilitated	Quarterly reports	PE DT A
	Number of feedlot operational plans implemented	Constructed feedlot	R300 000	CHDM		6%	1 feedlot operation plan implemented by June 2022	1 2 3 4	Feedlot operation plan implemented Feedlot operation plan implemented Feedlot operation plan implemented Feedlot operation plan implemented	Quarterly reports	PE DT A
	Number of Art Centre Marketing Plans developed and implemented	ELM Arts and Craft Centre	R45.00	Opex	2_27_27.4_P134	5%	1 Art Centre Marketing Plan reviewed and implemented by 30 June 2022.	1 2 3 4	Art Centre Marketing Plan reviewed Art Centre Marketing Plan implemented Art Centre Marketing Plan implemented Art Centre Marketing Plan implemented	Marketing Plan, Quarterly Reports	PE DT A
	Number of Tourism Establishment Capacity Building sessions facilitated	Functional LTO's	R0	Opex	2_27.27.4_P134.1	5%	3 Tourism Establishment Capacity Building sessions facilitated by 30 June 2021	1 2 3 4	Not Applicable 1 Tourism Establishment Capacity Building session facilitated 1 Tourism Establishment Capacity Building session facilitated 1 Tourism Establishment Capacity Building session facilitated	Quarterly reports	PE DT A
	Nonesi Community Trust Resuscitation Plan	Not Applicable	R0	Opex		5%	Nonesi Community Trust Resuscitation Plan	1 2	Nonesi Community Trust Resuscitation Plan Developed Nonesi Community Trust Resuscitation Plan implemented	Quarterly Reports	PE DT A

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Developed and Implemented	SMME Support Plan	Opex	2_29_29.1_P066	5%	Developed and Implemented by 30 June 2021	3	Nonesi Resuscitation Plan implemented	Trust Resuscitation Plan implemented	Support Plan	PE DT A
To promote, facilitate and improve sustainable local economic development through identification of local economic development programmes by June 2022	Number of small-scale mining cooperatives provided with administrative support	Opex	2_29_29.1_P066	5%	5 small scale mining Cooperatives provided with administrative support in Indwe (Ward 15) by 30 June 2021	1	Engagement with Brick Making Cooperatives for needs analysis conducted	Support Plan for 5 brick-making cooperatives developed and implemented	Support Plan	PE DT A
	240 Local People employed in Projects and Reported on EPWP MIS System	EPWP			220 local People employed in Projects and Reported on EPWP MIS System by 30 June 2022	1	Recruitment Process facilitated	60 Local People employed in Projects and Reported on EPWP MIS System		
						2	70 Local People employed in Projects and Reported on EPWP MIS System			
						3	70 Local People employed in Projects and Reported on EPWP MIS System			
						4	70 Local People employed in Projects and Reported on EPWP MIS System			

**KPA 3: GOOD GOVERNANCE AND PUBLIC PARTICIPATION =10%**

To ensure a developmentally orientated planning institution in compliance with legislative prescripts, laws and regulations applicable to local	Number of by-laws, policies, strategies, and procedures developed based on	5 Policies developed, 5 policies reviewed, and 5 by-laws reviewed based on	R 0	Opex	3_34_34.1_P074	3%	1 PMS Policy Framework reviewed by 30 June 2022	Council Resolution	PE DT A
							1 PMS Policy Framework reviewed by 30 June 2022	Policy Framework review identified.	
							Policy Framework reviewed		
							na		
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To ensure a developmentally orientated planning institution in compliance with legislative prescripts, laws and regulations applicable to local government by June 2022	DP/PMS and Budget process plan reviewed and implemented	IDP/PMS and Budget Process Plan 2019/2020 developed and approved	0	Opex	4_54_54.1_P105	5%	IDP/PMS & Budget Process Plan 2022/2027 reviewed and implemented by 30 June 2022	1	IDP/PMS & Budget Process Plan reviewed and submitted to Council Structures for adoption	Approved Process Plan, Council Resolution	PE DT A
								2	IDP/PMS & Budget Process Plan implemented		
								3	IDP/PMS & Budget Process Plan implemented		
								4	IDP/PMS & Budget Process Plan implemented		
	Number of IDP documents developed and submitted to Council structures for approval	2017/2022 IDP developed – 2019/2020 reviewed IDP	0	Opex	4_54_54.2_P106	5%	1 IDP reviewed and submitted to Council structures for adopted by 30 June 2022	1	Draft Reviewed Situational Analysis Report developed and presented to Council Structures for noting	1 Reviewed IDP, Council Resolution	PE DT A
								2	Development Needs and Priorities reviewed in all (17) wards		
								3	Draft Reviewed IDP developed and submitted to Council Structures for noting		
								4	Final Draft Reviewed IDP submitted to Council Structures for noting and Council for adoption		
	Number of Annual reports developed, approved by Council	Annual Report 2018/2019 developed and approved	R0	Opex	4_55_55.1_P107	5%	1 Annual Report for 2020/2021 developed, submitted to Council for adoption by 30 June 2022	1	1 Draft Annual Report 2020/2021 developed and submitted to Council Structures and AG for compliance	Quarterly Reports	PE DT A
								2	Draft Annual Report 2020/2020 submitted to Council Structures and Council for approval		
								3	Not Applicable		
								4	Schedule on the Preparation of Annual Report prepared and circulated to relevant stakeholders		

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Implementation of Performance Management Framework, Policy and Procedure Manual	Reviewed Performance Management Framework, Policy and Procedure Manual	R0	Opex	4_55_55.2_P108	5%	Reviewed Performance Management Framework, Policy and Procedure Manual implemented by 30 June 2022	1	4th Quarter Performance Report prepared and submitted to Council Structures for noting	Quarterly Reports	PE DT A
							2	1st Quarter Performance Report prepared and submitted to Council Structures for noting		
							3	2021/2022 Mid-Year Performance Report prepared and submitted to Council for noting and publicized, Draft SDBIP 2022/2023 developed and submitted to Council for noting		
							4	3rd Quarter Performance Report prepared and submitted to Council Structures for noting, SDBIP 2021/2022 2022/2023 submitted to Council Structures for approval		

**KPA 5: FINANCIAL VIABILITY AND MANAGEMENT = 05%**

To maintain and improve financial viability of the municipality by June 2022	% expenditure on capital budget on received conditional grants	100% expenditure of capital budget on received conditional grants			1%	100% expenditure of budget received on OPEX for the quarter by 30 June 2022	1	100% expenditure of budget received on OPEX for the quarter.	Quarterly reports	ALL
							2	100% expenditure of budget received on OPEX for the quarter.		
							3	100% expenditure of budget received on OPEX for the quarter.		
							4	100% expenditure of budget received on OPEX for the quarter.		
To maintain and improve financial viability of the municipality by June 2022	Percentage of submission of Directorate information requested by AG for 2019/2020 and	2019/2020 RFI Register	Opex	5_57_57.2_P113	2%	100% submission of Directorate Information requested by AG for 2020/2021 and 2021/2022	1	100% submission of Information requested by AG for 2020/2021 audit	2020-2021 and 2021-2022 RFI register	PE DT A
							2	100% submission of Information requested by AG for 2020/2021 audit		
							3	100% submission of Information requested by AG for 2020/2021 and 2020/2021 audit		
							4	Not Applicable		

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2020/2021 audit	verify Directorate GRAP compliant fixed assets register	GRAP compliant fixed asset register for 2020/2021 compiled and maintained	R0	Opex	5_57_57.3 _P114	1%	audit by 30 June 2022	1	GRAP compliant fixed assets register for 2021/22 developed and maintained	Quarterly Report	PE DT A
								2	GRAP compliant fixed assets register for 2021/2022 developed and maintained		
								3	GRAP compliant fixed assets register for 2021/22 developed and maintained		
								4	GRAP compliant fixed assets register for 2021/22 developed and maintained		
	Process creditor's invoices and submit to BTO within 10 days of receipt	12 Creditors Age Analysis and Unpaid creditors reports for 2020/2021	R0	Opex	5_58_58.2 _P119	1%	100% expenditure compliant with Section 65 & 66 of the MFMA by June 2022	1	100% payment of creditors within 30 days as per legislated framework	Register of valid invoices reviewed and submitte d to BTO	PE DT A
								2	100% payment of creditors within 30 days as per legislated framework		
								3	100% payment of creditors within 30 days as per legislated framework		
								4	100% payment of creditors within 30 days as per legislated framework		

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## 5. CORE COMPETENCY REQUIREMENTS FOR THE DIRECTOR: PEDTA

The ratings attached to this section will impact on the final performance score and will assist in identifying areas of development for inclusion in the Personal Development Plan for addressing developmental gaps

CORE MANAGEMENT COMPETENCIES	DESCRIPTION/ DEFINITION	GENERIC STANDARD FOR FULLY EFFECTIVE PERFORMANCE	WEIGHT
1. Strategic Capability and Leadership	Provides vision, sets direction for the municipality and inspire others in order to deliver on the municipality's mandate.	<ul style="list-style-type: none"> <li>Understands the municipality's strategic initiatives, but weak in inspiring others to achieve the set objectives;</li> <li>describes how specific tasks link to municipality's strategies, but experiences difficulty in putting the link into practice;</li> <li>aligns and prioritises own action plans to municipality's strategies but has limited influence in determining the strategic direction;</li> </ul>	15%
2. Programs and Projects Management	Plans, manages, monitors and evaluates specific activities in order to ensure that policies are implemented and that Local Government objectives are achieved	<ul style="list-style-type: none"> <li>Commences project after council approval;</li> <li>understands procedures of project management, its implications and the importance of stakeholder involvement;</li> <li>understands the outcome of the project in relation to municipality's goals;</li> <li>possesses basic project management skills;</li> </ul>	15%
3. Financial Management	Comply with requirements for the accounting officer of the municipality as prescribed in the Municipal Finance Management Act No 56 of 2003.	<ul style="list-style-type: none"> <li>Articulates basic financial processes and tasks (e.g. performance budgeting and value for money);</li> <li>is familiar with the different sources of financial data, reporting mechanisms and financial processes and systems;</li> </ul>	5%
4. Change Management	Initiate and support municipal transformation and change in order to implement new initiatives successfully and deliver on service delivery commitments.	<ul style="list-style-type: none"> <li>Communicates status, benefits and issues relating to change;</li> <li>identifies gaps between the current and the desired situation and reasons for resistance to change;</li> <li>accepts and successfully performs a supporting role in the change effort;</li> <li>identifies the need for change;</li> </ul>	0
5. Knowledge Management	Promotes the generation and sharing of knowledge and learning in order to enhance the collective knowledge of the municipality.	<ul style="list-style-type: none"> <li>Collects, categorizes and tracks relevant information required for specific tasks and projects;</li> <li>analyses and interprets information to draw conclusions;</li> <li>seeks new sources of information to increase own knowledge base; and</li> <li>shares information and knowledge with co-workers.</li> </ul>	10%

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6. Service Delivery Innovation (SDI)	Explores and implements new ways of delivering services that contribute to the improvement of municipal processes in order to achieve municipal goals	<ul style="list-style-type: none"> <li>• Recommends new ways of performing tasks within the municipality;</li> <li>• identifies and seeks potential sources of new ideas and approaches to enhance service delivery;</li> <li>• proposes simple remedial solutions to simple service delivery orientated problems; and</li> </ul>	15%
7. Problem Solving and Analysis	Systematically identify, analyze and resolve existing and anticipated problems in order to reach optimum solutions in a timely manner	<ul style="list-style-type: none"> <li>• Understands the basic steps in problem solving and analysis and solves basic problems using municipal guidelines;</li> <li>• identifies when to solve problems independently and when to consult others for resolution beyond own authority;</li> <li>• participates actively and constructively in problem solving discussions;</li> </ul>	15%
8. People and Diversity Management	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"> <li>• Participates in team goal setting and problem solving;</li> <li>• interacts and collaborates with diverse groups of people;</li> <li>• understands team strengths, weaknesses and preferences; and</li> <li>• is aware of the appropriate steps and guidelines for employee development and feedback, but not yet fully able to implement these.</li> </ul>	10%
9. Client Orientation and Customer Focus	Deliver services effectively and efficiently in order to put the spirit of customer service (Batho Pele) into practice.	<ul style="list-style-type: none"> <li>• Acknowledges customers' rights;</li> <li>• applies customer knowledge to improve own organization or department;</li> <li>• maintains good relationships with customers and understands their priorities;</li> </ul>	
10. Communication	Exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the desired outcomes.	<ul style="list-style-type: none"> <li>• Shows understanding for communication tools appropriate for the audience but needs assistance in utilizing them;</li> <li>• expresses ideas in a clear and coherent manner but not always taking into account the needs of the audience; and</li> <li>• assimilates information reasonably well.</li> </ul>	10%
11. Accountability and Ethical Conduct	Display and build the highest standards of ethical and moral conduct in order to promote confidence and trust in the Public Service	<ul style="list-style-type: none"> <li>• Realizes the implications of not speaking and acting with integrity, but needs guidance in implementing these principles;</li> <li>• follows through on commitments under supervision; and</li> <li>• follows the rules and regulations of the organization.</li> </ul>	5%

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**PERSONAL DEVELOPMENT PLAN**

**NAME: NKULULO MNTUYEDWA**

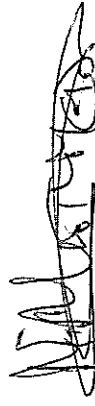
**JOB TITLE: DIRECTOR: EDTA**

**DATE: 1 JULY 2021**

**EMPLOYEE NUMBER: 2104**

**DIRECTORATE: PEDTA**

SKILLS / PERFORMANCE GAPS	EXPECTED OUTCOMES	SUGGESTED TRAINING AND/ OR DEVELOPMENT ACTIVITY	SUGGESTED MODE OF DELIVERY	SUGGESTED TIMEFRAMES	WORK OPPORTUNITY CREATED TO PRACTICE SKILL / DEVELOPMENT AREA	SUPPORT PERSON
MASTER'S IN BUSINESS ADMINISTRATION			Class attendance	2 years		Municipal Manager



**SIGNATURE: N. MNTUYEDWA**  
**DIRECTOR: PEDTA**



**SIGNATURE: V.C. MAKEDAMA**  
**MUNICIPAL MANAGER**

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