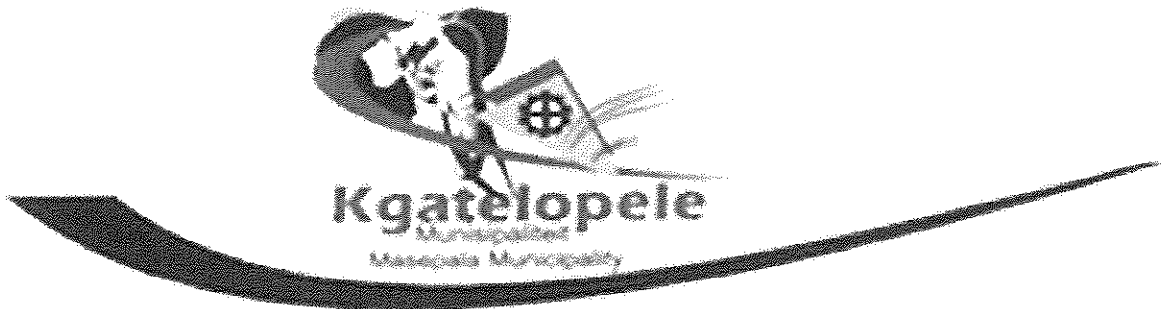


Kgatelopele Local Municipality



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

KGATELOPELE LOCAL MUNICIPALITY

AS REPRESENTED BY:

MUNICIPAL MANAGER

Mr. MONDE JANUARY

.....

(FULL NAMES)

AND

Ms. OPHELIA LOUW

.....

(FULL NAMES)

DIRECTOR FINANCE: CFO

FOR THE PERIOD

OF

01 JULY 2019- 30 JUNE 2020

A handwritten signature in black ink, appearing to be 'Ophelia Louw', is located in the bottom right corner of the page. The signature is written in a cursive, flowing style.

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 of JULY 2019 and will remain in force until the 30th of June 2020 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.

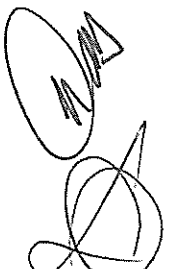
4. PERFORMANCE OBJECTIVES

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.

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) of the municipality.

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 of the Employee (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 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 :	Weighting
Basic Service delivery	20
Municipal Institutional Transformation and Development	10
Local Economic Development	10
Municipal Financial Stability	50
Good Governance	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		20
Change Management		5
Knowledge Management		5
Honesty and Integrity		10
Problem Solving and Analytical Thinking		10
People and Diversity Management		3
Client Orientation and Customer Focus		3
Communication		4
2. Core Occupational Competencies (COC's)		
Competence in policy conceptualisation , Analysis and implementation		5
Exceptional and dynamic creativity to improve municipality Policy conceptualisation		5
Interpretation of legislative and policy framework		5
Mediation skills		5
Advanced negotiation skills		10
Advanced influencing skills		5
Knowledge of functional municipal fields / disciplines		5
TOTAL		100

7. EVALUATING PERFORMANCE

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

7.1.1 The standards and procedures for evaluating the employee's performance; and

7.1.2 The 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 and SDBIP.

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

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

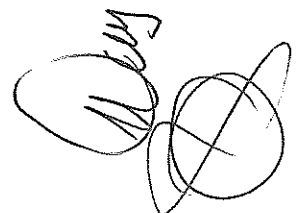
A direct effect on the performance of any of the employee's functions;

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.

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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 as per the approved performance policy of the municipality.

12.2

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.

12.3

In the case of unacceptable performance, the employer shall –

12.3.1

Provide systematic remedial or developmental support to assist the employee to improve his or her performance; and

12.3.2

After appropriate performance counseling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

13. GRIEVANCE PROCEDURE

13.1

Any grievance about the nature of the Director Finance : CFO 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 Municipal Manager of Kgatelopele Local Municipality within thirty (30) days of receipt of a formal dispute from the; 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 employee as the Municipal Manager of Kgatelopele Local Municipality.

Thus done and signed at Daniëlskuil on this 27
Day of June 2019.


AS WITNESSES:

1.  _____

2.  _____





CFO: Ms. O LOUW



MUNICIPAL MANAGER: MK M JANUARY

KGATELOPELE LOCAL MUNICIPALITY
PERFORMANCE PLAN for 2019/2020 - DIRECTOR: FINANCE (CFO) (Ms. O Louw)
KEY PERFORMANCE AREAS (KPA's) and KEY PERFORMANCE INDICATORS (KPI's) = 80%

No.	KPI's	Weight 100	Key Performance Indicators		Baseline Information	Annual Target		Quarterly Projections				Portfolio of evidence			
			KPI's	SDSB NUM BER		Quantity	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		
							Number	Amount	Number	Amount	Number		Amount	Number	Amount
1	Basic service delivery	30	KPI's	SDSB NUM BER	100%	100% Compliance in 2018/19	01/07/2019	25%	25%	25%	25%	25%	2019/2020 Indigent List and type of service provided		
							30/06/2020	100%	100%	100%	100%	100%			
							01/07/2019	25%	25%	25%	25%	25%			
							30/06/2020	100%	100%	100%	100%	100%			
2	Local Economic Development	10	KPI's	SDSB NUM BER	100%	100% Compliance in 2018/19	01/07/2019	N/A	N/A	N/A	N/A	List of Employees, ID's and CV's 4 Local Contractor developed. Appointments letters			
							30/06/2020	4	100%	25%	75%		100%		
3	Municipal Financial Stability	60	KPI's	SDSB NUM BER	100%	100% Compliance in 2017/18	01/07/2019	80%	40% billing by 30 June	40% billing by 30 June	40% billing by 30 June	80% billing by 30 June	80% Billing report 50% Collection on Billing Letter of allocation Collections report Indigent Register Capital budget Spending report Capital budget Spending report GRAP compliant asset register 4x GRAP compliant asset register 4 quarterly inventory list Asset Disposal List 1 Disclosure note in AFS 1 Approved Procurement plan Appointments letters 1 Annual GRAP compliant AFS 1 biannual GRAP compliant AFS Submission note of Draft Budget to Council, Council resolution Final Budget submission notes 1 X Adjusted budget 12 monthly Section 71 Reports delivery notes 4x Section 52 reports submitted quarterly to council and Council resolution MFMA sc 72 council resolution		
							30/06/2020	25	25	25	25				
							01/07/2019	26	26	26	26				
							30/06/2020	27	27	27	27				
							01/07/2019	28	28	28	28				
							30/06/2020	29	29	29	29				
							01/07/2019	30	30	30	30				
							30/06/2020	31	31	31	31				
							01/07/2019	32	32	32	32				
							30/06/2020	33	33	33	33				
							01/07/2019	34	34	34	34				
							30/06/2020	35	35	35	35				
							01/07/2019	36	36	36	36				
							30/06/2020	37	37	37	37				
							01/07/2019	38	38	38	38				
							30/06/2020	39	39	39	39				
							01/07/2019	40	40	40	40				
							30/06/2020	41	41	41	41				
							01/07/2019	42	42	42	42				
							30/06/2020	43	43	43	43				
							01/07/2019	44	44	44	44				
							30/06/2020	45	45	45	45				
							01/07/2019	46	46	46	46				
							30/06/2020	46	46	46	46				

THIS AGREEMENT COVERS THE PERIOD: 01 July 2019 - 30 JUNE 2020
 DATE SIGNED: 27 JUN 2019
 MUNICIPAL MANAGER:  Director Finance: (CFO)  27/06/2019