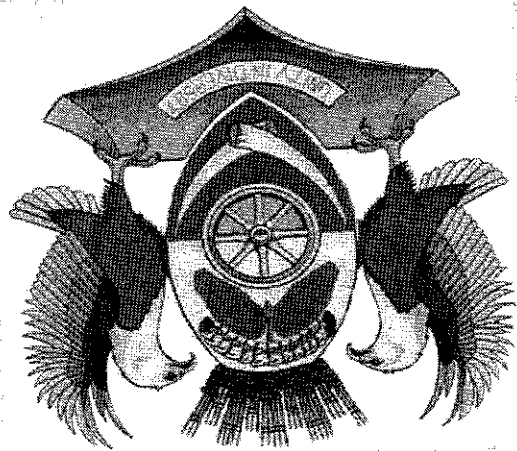


PERFORMANCE AGREEMENT



MADE AND ENTERED INTO BY AND
BETWEEN:

MOPANI DISTRICT MUNICIPALITY
AS REPRESENTED BY THE MUNICIPAL
MANAGER
MR TSHEPO MOGANO

AND

MS LETHABO NKOANE
ACTING CHIEF FINANCIAL OFFICER
THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR:

1 JULY 2025 – 30 SEPTEMBER 2025

ENTERED INTO BY AND BETWEEN:

The Municipality herein represented by **MR. TSHEPO JACK MOGANO** in his capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

and

Ms. LETHABO IGNACIA NKOANE Employee of the 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 section 56(1) (a) of the Local Government Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to 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 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 Sections 57 (4A), 57 (4B) and 57 (5) of the Systems Act	
2. Purpose of this Agreement 2.1 Comply with the provisions of Section 57(1) (b), (4A), (4B) and (5) of the Act as well as the employment contract entered into between the parties. 2.2 Specify objectives in terms of the key performance indicators and targets defined and agreed with the employee, and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality. 2.3 Specify accountabilities as set out in a Performance Plan, which forms an Annexure to the Performance Agreement. 2.4 Monitor and measure performance against set targeted outputs. 2.5 Use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job. 2.6 In the event of outstanding performance, to appropriately reward the employee. 2.7 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.	
3. Commencement 3.1 This Agreement will commence on 1 July 2025 and will remain in force until	

and duration	30 September 2025 thereafter 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 one month after 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. 4.1 The Performance Plan (Annexure A) sets out 4.1.1 Key Performance Areas that the employee should focus on. 4.1.2 Core competencies required from employees. 4.1.3 The performance objectives, key performance indicators and targets that must be met by the Employee. 4.1.4 The time frames within which those performance objectives and targets must be met. 4.2 The performance objectives, key performance indicators and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include strategic objectives, key performance indicators, targets, projects and activities that may include dates and weightings. A description of these elements follows: 4.2.1 The strategic objectives describe the strategic intent of the organisation that needs to be achieved. 4.2.2 The strategic performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. 4.2.3 The target dates describe the timeframe in which the work must be achieved. 4.2.4 The weightings show the relative importance of the key performance areas, key objectives, and key performance indicators to each other. 5.1 The Employee agrees to participate in the performance management
5. Performance	4. Performance Objectives

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

5.4 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (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 two components, Key Performance Areas and core Competency Requirements, both of which shall be contained in the Performance Agreement.

5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.

5.5.2 KPAs governing the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

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

5.6 The Employee's assessment will be based on his / her performance in terms of the key performance indicator / outcomes identified as per attached Performance Plan (Annexure A), 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 Employee.

Key Performance Areas (KPAs)	Weighting
Municipal Institutional Development and Transformation	20%
Basic Service Delivery	0%
Local Economic Development (LED)	0%
Municipal Financial Viability and Management	50%
Good Governance and Public Participation	30%
Spatial Rationale	0%
Total	100%

5.7 Manager's responsibilities are also directed in terms of the above-mentioned key performance areas. In the case of managers directly accountable to the Municipal Manager, other key performance areas related to the functional area of the relevant manager can be added subject to negotiation between the municipal manager and the relevant manager.

5.8 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 should be selected (✓) from the list below as agreed to between the Employer and Employee. Three of the CCRs are compulsory for Municipal Managers:

CORE MANAGERIAL COMPETENCIES (CMC)	
WEIGHT	
5%	Strategic Capability and Leadership
5%	Programme and Project Management
20%	Financial Management
5%	Change Management
5%	Knowledge Management
10%	Service Delivery Innovation
15%	Problem Solving and Analysis
5%	People Management and Empowerment
5%	Client Orientation and Customer Focus
10%	Communication
15%	Accountability and Ethical Conduct
100%	Total percentage

6. Evaluating Performance

6.1 The Performance Plan (Annexure A) to this Agreement sets out the standards and procedures for evaluating the Employee's performance.

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

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

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

6.5 The Annual performance appraisal will involve:

6.5.1 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) Values are supplied for KPAs and Activities under each KPA as part of the Institutional Assessment. Based on the Target for an activity or KPI, over or under performance are calculated and converted to the 1-5 point scale automatically. These scores are carried over to the applicable employee's performance plan. During assessment, the employee has a chance to submit evidence of performance where a disagreement.

(c) The applicable assessment ratings and scores will calculate a

Final KPA score

6.5.2 Assessment of the CCRs:

(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) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.

(d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CCR score.

6.5.3 Overall rating:

An overall rating is calculated by using the applicable assessment rating calculator. Such overall rating represents the outcomes of the various weighted ratings contained in the performance plan which represents the outcome of the performance appraisal.

6.6 The assessment of the performance of the Employee will be based on the following rating scale for KPAs and CCRs:

Rating	Terminology	Description	% Score
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level.	167
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job.	133 - 166
3	Fully effective	Performance fully meets the standards expected in all areas of the job.	100 - 132
2	Performance 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.	67 - 99
1	Unacceptable performance	Performance does not meet the standard expected for the job. The employee has failed to demonstrate commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.	0 - 66

6.7 For the purpose of evaluating the performance of the section 57 manager

reporting to the municipal manager, an evaluation panel constituted of the following persons must be established 6.7.1 Municipal Manager 6.7.2 Chairperson of the performance audit committee 6.7.3 Member of the mayoral committee 6.7.4 Municipal manager from another municipality 6.7 The manager responsible for human resources of the municipality must provide secretarial services to the evaluation panels referred to in sub-regulations (d) and (e).	7.1 The performance of each Employee in relation to his / her Performance Agreement shall be reviewed within the month following the quarters as indicated with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory. First quarter : July-September (October 2025) Second quarter : N/A Third quarter : N/A Fourth quarter : N/A 7.2 The Employer shall keep a record of the mid-year review and annual assessment meetings. 7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance. 7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made. 7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.	7. Schedule for Performance Reviews
8. Developmental Requirements	The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.	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 may 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 him / her to meet the performance objectives and targets established in terms of this Agreement. 9.1.5 Make available to the Employee such resources as the Employee		

10. Consultation

may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement

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

10.1.1 A direct effect on the performance of any of the Employee's functions.

10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer.

10.1.3 A substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

11. Management of Outcomes

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

11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

% Bonus	Rating	Over
5%	130 - 133.8	
6%	133.9 - 137.6	
7%	137.7 - 141.4	
8%	141.5 - 145.2	
9%	145.3 - 149	
10%	150 - 153.4	
11%	153.5 - 156.8	
12%	156.9 - 160.2	
13%	160.2 - 163.6	
14%	163.7 - 167	

11.3 In the case of unacceptable performance, the Employer shall:

11.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance.

11.3.2 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 his or her duties.

12. Dispute

12.1 Any disputes about the nature of the Employee's performance agreement,

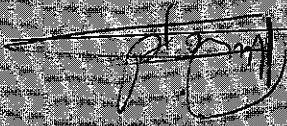
12.7 Any disputes about the outcome of the employee's performance evaluation, must be mediated by a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Municipal Performance Regulations. Regulation 805 of 2006, within thirty (30) days of receipt of a formal dispute from the employee. The decision of the mediator shall be final and binding on both parties whose decision shall be final and binding on both parties.

13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.

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

This done and signed at Kenilworth, on this the 15 day of July, 2025.

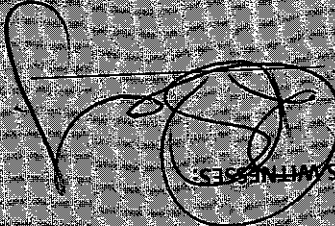
AS WITNESSES:



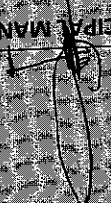
EMPLOYEE



AS WITNESSES:



MUNICIPAL MANAGER



The Aim of the Personal Development Plan (PDP) is to ensure that Employees are skilled to meet objectives as set out in the Performance Management Agreement as prescribed by legislation. Successful career path planning ensures

1. INTRODUCTION

1 JULY 2025 - 30 JUNE 2026

FINANCIAL YEAR:

FOR THE

MS LETHABO NKOAANE
THE EMPLOYEE OF THE MUNICIPALITY

AND

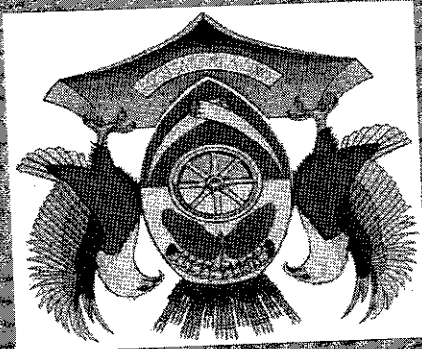
MR TSHEPO JACK MOGANO

AS REPRESENTED BY THE
MUNICIPAL MANAGER

MOPANI DISTRICT
MUNICIPALITY

MADE AND ENTERED INTO BY
AND BETWEEN:

PERSONAL
DEVELOPMENT PLAN
(PDP)



competent employees for current and possible future positions. It there for identifies, prioritise and implement training needs. Legislative needs taken into account comes from the Municipal Systems Act Guidelines, Generic senior management competency framework and occupational competency profiles. Municipal Finance Management competency Regulations, such as those developed by the National Treasury and other line sector departments. Legislated competency requirements need also be taken into consideration during the RDP process.	2. COMPETENCE MODELLING
What does an institution mean when it says an employee / prospective employee is competent if he / she fits a managerial competency framework or occupational competency profile? The institution is in fact expressing competence as a future-oriented ideal that they require to achieve their strategic objectives. The institution is in effect giving a depiction of the desired or required knowledge, skills and attributes for an individual in a specific position. For competence to be useful, the associated competence should be greater than the observed performance as it will allow the individual growth towards this 'ideal'. There is however a risk in expressing a required competence that a current or prospective employee should adhere to in the future as the future is, by definition, uncertain. Managers cannot know how an employee will perform in the future nor can they know how employees that they did not select, did not promote, did not award a qualification to, might perform. Moreover, managers do not make their expressions in a social vacuum. They do so within a social context in which there are various actors, various stakeholders, with different interests, different things they are trying to achieve and various ways in which others will hold them accountable. If managers are selecting employees they shall similarly have to justify their decisions to others. Relevance thus becomes an obvious issue that affects the level of confidence in such a decision. Various human resources procedures and systems need to be established to maintain the relevance of the expression of competence to the requirements of the employer. Confidence is the basis on which the various parties implicated in the decisions and actions taken within a competence system will seek to account to others for those decisions and actions. When linking a decision that a prospective employee / current employee is competent the communication is based on what may be called conventions of assessment. Some common understanding is achieved by which a certain set of arrangements become socially accepted as the basis for linking different contexts. Contexts differ in particular in terms of time. So performance in the past is linked to future situations in which desired performance is anticipated. This linking of contexts will normally involve some model, some way of accounting for the claimed link. The Department of Cooperative Governance has published a competency framework for senior managers in January 2014, with focus on the following: • Critical leading competencies that drive the strategic intent and direction of local government; • Core competencies which senior managers are expected to possess, and which drive the execution of the leading competencies; and • The eight Batho Pele principles.	3. COMPILING THE PERSONAL DEVELOPMENT PLAN ATTACHED AS THE APPENDIX.
A manager, in consultation with his / her employee is to compile a Personal Development Plan. The PDP has 7 columns that need to be completed. An example is attached as Appendix A.	

[illegible]

This further ensures internalisation of information gained as well as return on investment (not just a nice to have skill but a necessary to have skill that is used in the workplace).

1. Skills / Performance Gap (in order of priority)	2. Outcomes Expected (measurable indicators; quantity, quality and time frames)	3. Suggested training and development / or activity	4. Suggested mode of delivery	5. Suggested Time Frames	6. Work opportunity created to practice skill / development area	7. Support Person
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7. Column 7: Support Person

1. Skills / Performance Gap (in order of priority)	2. Outcomes Expected (measurable indicators: quantity, quality and time frames)	3. Suggested training and development activity	4. Suggested mode of delivery	5. Suggested Time Frames	6. Work opportunity created to practice skill / development area	7. Support person
This identifies a support person that could act as coach or mentor with regard to the area of learning for the employee.						

[illegible]

2028/11/14

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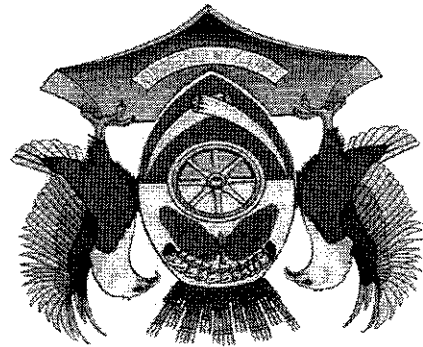
STRICTLY CONFIDENTIAL

FINANCIAL YEAR:
1 JULY 2025 – 30 SEPTEMBER 2025

FOR THE

NAME: MS LETHABO NKOANE (ACTING CHIEF FINANCIAL OFFICER)

FINANCIAL DISCLOSURE
FORM



MOPANI DISTRICT
MUNICIPALITY

Name of corporate entity, partnership or firm	Type of business	Amount of Reimbursement/Income
100% Titled Partnership	60 NCO	215,000

Name of trust	Amount of Remuneration / Income
---------------	---------------------------------

Number of shares/extent of financial interests	Nature	Nominal Value	Name of company/Entity
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Shares, securities and other financial interests (Not bank accounts with financial institutions).

I hereby certify that the following information is complete and correct to the best of my knowledge.

015 810 6415

Name of Municipality _____

10

100-443887-100

9880 17615

3 FOMD-5 FLG

9780

1574 SECTION 3. NORTH IS

1-5

8. Land and property		7. Gifts and hospitality from a source other than a family member		6. Subsidies, grants and sponsorships by any organisation		5. Consultancies, Retainerships and Relationships	
Description	Value	Description	Value	Description of assistance	Source of assistance	Name of client	Nature
House 1574 Pinao Zone 2							
House 1534 Polution 39							
PHILIP BOEWA							
GIYAH							
Value	\$20,000	Member		Value of assistance		Value of any benefits received	Type of business activity

4

2.7

COUD-AFRIKAANSE POLISIEDIENS

CSC

2025-07-16

PRIVATE SAC 200-0

GPYANI 0826

SOUTH AFRICAN POLICE SERVICE

DATE:

Street address of institution

Designation (rank)

Ex Office Republic of South Africa

Full first names and surname

Commissioner of Oath / Justice of the Peace

(Block letters)

I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God" / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

1. Do you consider the prescribed oath or affirmation to be binding on your conscience?
Answer: YES

2. Do you have any objection to taking the prescribed oath or affirmation?
Answer: NO

3. Do you know and understand the contents of the declaration?
Answer: YES

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence.

COMMISSIONER OF OATHS / JUSTICE OF THE PEACE

PLACE

DATE: 16 July 2025

SIGNATURE OF EMPLOYEE

EMPLOYEE

OATH/
AFFIRMATION

STRICTLY CONFIDENTIAL

STRICTLY CONFIDENTIAL

PLACE: <u>Carlyan</u>	
CONTENTS NOTED BY THE MUNICIPAL MANAGER	
SIGNATURE OF MUNICIPAL MANAGER	
DATE: <u>16/7/2025</u>	PLACE: <u>Baron Boottelink</u>