

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE MAKHUDUTHAMAGA LOCAL MUNICIPALITY
AS REPRESENTED BY THE MUNICIPAL MANAGER**

MOGANEDI RONALD MAISANE

AND

MATSETSE PAKENG ERAS

**THE SENIOR MANAGER OF CORPORATE SERVICE
(EMPLOYEE)**

FOR THE FINANCIAL YEAR: 1 JULY 2026 - 30 JUNE 2027

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Makhuduthamaga Local Municipality herein represented by **Mogamedi Ronald Maisane** in her/his capacity as the **Municipal Manager**

and

Matsetse Pakenj Eras 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 57(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)(iii) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the municipality.
- 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

The purpose of this Agreement is to -

- 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 and targets defined and agreed with the employee and to communicate to 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;

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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; and

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 AND DURATION

3.1 This Agreement will commence on the 1st of July 2026 and will remain in force until 30th June 2027 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 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 (Annexure A) sets out-

4.1.1 the performance objectives and targets that must be met by the Employee; and

4.1.2 the time frames within which those performance objectives and targets must be met.

4.2 The performance objectives and targets reflected in 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 key objectives, key performance indicators, target dates and weightings.

4.2.1 The key objectives describe the main tasks that need to be done.

4.2.2 The key 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 objectives to each other.

4.3 The Employer'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.

5 PERFORMANCE MANAGEMENT SYSTEM

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

5.4 The Employer 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 Employer shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

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

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

5.5.3 KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.

5.5.4 The total score must determine using the rating calculator.

5.6 The Employer's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) 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 (KPA's)		Weighting
Municipal Institutional Development and Transformation		70
Good Governance and Public Participation		10
Total		80%

5.7

In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.

5.8

The CRs will make up the other 20% of the Employee's assessment score. CRs 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 CRs are compulsory for Municipal Managers:

COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES		
Strategic Direction and Leadership	✓	2
People Management	✓	2
Governance Leadership	✓	4
CORE COMPETENCIES		
Moral Competence	✓	2
Planning and Organising	✓	2
Knowledge of performance Information Management	✓	2
Communication	✓	2
Client Orientation and Customer Focus (Compulsory)	✓	4
Total percentage	-	20%

6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets out -

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

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

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- 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 goals 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) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the CRs

- (a) Each CR 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 CR.
- (c) This rating should be multiplied by the weighting given to each CR 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 CR score.

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6.5.3 Overall rating

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

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

Level	Terminology	Description	Rating
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.	1
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.	2
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.	3
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.	4
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 efforts to encourage improvement.	5



6.7 For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established -

- 6.7.1 Executive Mayor or Mayor;
6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
6.7.4 Mayor and/or municipal manager from another municipality; and
6.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.
- 6.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established -

- 6.8.1 Municipal Manager;
6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
6.8.4 Municipal manager from another municipality.
- 6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 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:

First quarter	:	July – September 2026
Second quarter	:	October – December 2026
Third quarter	:	January – March 2027
Fourth quarter	:	April – June 2027

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.

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; and
- 9.1.5 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.

10. CONSULTATION

- 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; and
 - 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 EVALUATION 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 total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

11.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

11.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

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; and

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 RESOLUTION

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

12.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

12.1.2 Any other person appointed by the MEC.

12.1.3 In the case of managers directly accountable to the municipal manager, 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, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

Whose decision shall be final and binding on both parties.



12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

13. GENERAL

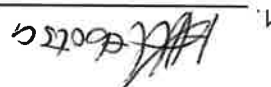
13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.

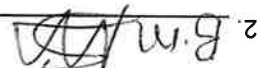
13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus, done and signed at Jane Furse, Makhuduthamaga Local Municipality on this day the 14 of July 2026.

AS WITNESSES:

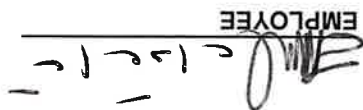
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AS WITNESSES:

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EMPLOYEE


MUNICIPAL MANAGER

PERFORMANCE SCORE PLAN 2026-2027

5: Good governance and public participation

Strategic objective: To promote good governance, public participation, accountability, transparency, effectiveness, and efficiency.

Total Number of Indicators	Total Number of Annual Targets	Total Number of annual Adjusted Targets
32	32	0

IDP REF NO	DIRECTORATE	PROJECT	MEASURABLE OBJECTIVE	KEY PERFORMANCE INDICATOR	BASELINE	ANNUAL TARGET	2026/2027 QUARTERLY TARGETS				MEANS OF VERIFICATION	ANNUAL BUDGET	WEIGHT
							QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4		2026/2027 (R000)	
GG10	Corporate Services	Customer / client information.	To improve service delivery through customer / client engagements platforms	No of customer care projects implemented in line with the approved customer care plan by 30 June 2027	04 customer care projects implemented	04 customer care projects implemented in line with the approved customer care plan by 30 June 2027	01 customer care project implemented in line with the approved customer care plan	01 customer care project implemented in line with the approved customer care plan	01 customer care project implemented in line with the approved customer care plan	01 customer care project implemented in line with the approved customer care plan	customer care projects implementation report	R0.00	5
				No of Municipal service standards reviewed by 30 June 2027	01 Municipal service standards reviewed	01 Municipal service standards reviewed by 30 June 2027	0	0	0	01 Municipal service standards reviewed	Municipal service standards reviewed		5

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KPA 6: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT

Strategic objective: To promote effective, efficient municipal administration, and governance through application of credible and approved municipal systems/ processes

Total Number of Indicators	Total Number of Annual Targets	Total Number of Adjusted Targets
26	26	0

NO.	DIRECTO RATE	PROJECT	MEASURA BLE OBJECTIVE	KEY PERFORMANC E INDICATOR.	BASELINE	2026/202 7 ANNUAL TARGET S	2026/2027 QUARTERLY TARGETS				MEANS OF VERIFIC ATION	ANNUA L BUDGE T 2026/20 27 (R '000')	WEIGH T
							QUARTER 1	QUARTER 2	QUARTE R 3	QUARTER 4			
MTOD03	Corporate Services	Provision of Occupational Health and Safety services	To provide occupational health and safety services provided to municipal employees each year	No of occupational health and safety services provided to municipal employees by 30 June 2027	4 occupational health and safety services provided to municipal employees	4 occupational health and safety services provided to municipal employees by 30 June 2027	1 occupational health and safety services	1 occupational health and safety services	1 occupatio nal health and safety services	1 occupational health and safety services	OHS reports	R 300	5
MTOD04	Corporate services	Provision of human resources developed and organizational design services	To provide skilled and capable workforce to support service delivery	No of HRD and Organisational Design reports generated by 30 June 2027	4 HRD and organisational design reports generated	4 HRD and organisatio nal design reports generated by 30 June 2027	1 HRD and organizational design report	1 HRD and organizational design report	1 HRD and organizational design report	1 HRD and organizational design report	HRD and organisat ional design report.	R1 000	5

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MTOD 05	Corporate Services	Manage Bursary Funds	To provide academic support to student and employees for higher education	No of External Bursary fund reports generated by 30 June 2027	4 of External Bursary fund reports	4 External Bursary fund reports generated by 30 June 2027	1 External Bursary fund report	1 External Bursary fund report	1 External Bursary fund report	1 External Bursary fund report	External Bursary report	R4 200	5
				No of Employees Bursary fund reports generated by 30 June 2027	4 Employee Bursary fund reports generated	4 Employees Bursary fund reports generated by 30 June 2027	1 Employee Bursary fund report	1 Employee Bursary fund report	1 Employee Bursary fund report	1 Employee Bursary fund report	Employee Bursary Report	R 450	5
MTOD 06	Corporate Services	Implementation of Performance management system	To Improve municipal performance and service delivery.	No of Performance agreements signed by all employees below senior managers by 30 June 2027	213 Performance agreements signed by all employees below senior managers	208 Performance agreements signed by all employees below senior managers by 30 June 2027	208 Performance agreements signed by all employees below senior managers	0	0	0	signed performance agreements report	R0.00	5
				No. of performance assessments conducted for all employees below senior managers by 30 June 2027	2 performance assessments conducted for all employees below senior managers	2 performance assessments conducted for all employees below senior managers	0	1 2025/26 annual performance assessment conducted for all employees below senior managers	0	1 2026/27 mid year performance assessment conducted for all employees below senior managers	Performance assessment Report	R0.00	5

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MTOD 07	Corporate Services	Provision of Human Resource Management services	To reduce the vacancy rate and strengthen workforce	% vacant posts filled in line with the approved organizational structure by 30 June 2027 (number of vacant positions filled/ number of vacant positions as at the beginning of the year)	31% of funded vacant positions in the approved organizational structure	10% vacant posts filled in line with the approved organizational structure by 30 June 2027 (number of vacant positions filled/ number of vacant positions as at the beginning of the year)	2% vacant posts filled in line with the approved organizational structure	4% vacant posts filled in line with the approved organizational structure	6% vacant posts filled in line with the approved organizational structure	10% vacant posts filled in line with the approved organizational structure	Recruitment report	R0.00	4
			To enhance human resource management compliance	No. of human resource management policies reviewed by 30 June 2027	10 human resource management policies reviewed	10 human resource management policies reviewed by 30 June 2027	0	0	0	10 human resource management policies reviewed	Approved human resource management policies and council resolution	R0.00	4
MTOD 08	Corporate Services	Provide employee	To ensure compliance with SALGBC	No. of LLF resolution reports generated by 30 June 2027	4 LLF resolutions reports generated	4 LLF resolution reports generated	1 LLF resolution	1 LLF resolution	1 LLF resolution	1 LLF resolution	LLF Resolution Report	R0.00	4

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	relations services	collective agreement through functional LLF annually.			by 30 June 2027	report generated	report generated	report generated	report generated			
MTOD09	Corporate Services	Legal advice and litigation	To ensure proper monitoring of legal services	No legal services report compiled by 30 June 2027	4 legal services report compiled	1 legal services report compiled	1 legal services report compiled	1 legal services report compiled	1 legal services report compiled	Legal services report	R3 000	4
MTOD10	Corporate Services	ICT governance	To strengthen municipal IT governance and systems.	No of ICT steering committee monitoring reports generated by 30 June 2027	4 ICT steering committee monitoring reports generated by 30 June 2027	4 ICT steering committee monitoring report generated	1 ICT steering committee monitoring report generated	1 ICT steering committee monitoring report generated	1 ICT steering committee monitoring report generated	ICT Steering Committee monitoring reports	R0.00	4
MTOD11	Corporate Services	ICT systems support	To enhance productivity of ICT systems	No of ICT Systems reports generated by 30 June 2027	12 ICT Systems reports generated by 30 June 2027	3 ICT Systems reports generated	3 ICT Systems reports generated	3 ICT Systems reports generated	3 ICT Systems reports generated	ICT Systems reports	R 9000	4
MTOD12	Corporate Services	Acquisitions of ICT Infrastructure assets	To procure ICT equipment's	No of ICT equipments procured by 30 June 2027	30 ICT equipments procured by 30 June 2027	0	10 ICT equipments procured	0	20 ICT equipments procured	Delivery Note	R 1500	4
MTOD13	Corporate Services	Provision of record management services	To improve records management system	No of records management reports generated by 30 June 2027	12 records management reports generated by 30 June 2027	3 records management reports generated	3 records management reports generated	3 records management reports generated	3 records management reports generated	Records management reports	R0.00	4

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			To ensure proper disposal of municipal records	No of records disposals conducted by 30 June 2027	1 records disposal conducted	1 records disposal conducted by 30 June 2027	0	0	0	1 records disposal conducted	Disposal certificate	R0.00	4
MTOD 14	Corporate Services	Provision of facility management services	To manage and maintain municipal facilities	No of facility management reports generated by 30 June 2027	New indicator	12 facility management reports generated by 30 June 2027	3 facility management reports	3 facility management reports	3 facility management reports	3 facility management reports	facility Management reports	R0.00	4
TOTAL													R19 450 70

SIGNATURES

Mr. Matsitse Pakeng Eras

Senior Manager Corporate services 's Signature:

Date: 14/07/2026