

LEKWA-TEEMANE LOCAL MUNICIPALITY "NW 396"



PERFORMANCE AGREEMENT 2025/2026

Mr. Thapelo Cornelius Moseki

In his capacity as Chief Financial Officer (Employee)

And

Ms. Zingisa Khuthaza Kgatlha

In her capacity as a Municipal Manager (Employer)

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

PERFORMANCE AGREEMENT 2025/2026

PART A

PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

Lekwa-Teemane Local Municipality, herein represented by **Ms. Z K Kgatlha** in his capacity as **Municipal Manager** (hereinafter referred to as the **Employer** or Supervisor)

And **Mr. T C Moseki** as Chief Financial Officer of Lekwa-Teemane Local Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. Purpose of performance agreement

The purpose of the agreement is to:

- 1.1 Comply with the provisions of Section 57(1)(b), (4A), (4B), and (5) of the Municipal Systems Act, 2000, as well as the employment contract entered into between the parties;
- 1.2 Specify objectives and targets defined and agreed with the employee, and 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 municipality.
- 1.3 Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 1.4 Monitor and measure performance against set targeted outputs;

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- 1.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job.
- 1.6 In the event of outstanding performance, to appropriately reward the employee, and
- 1.7 Give effect to the employer's commitment to a performance-oriented relationship with its employees in attaining equitable and improved service delivery.

2. Commencement and Duration

- 2.1 This Agreement will commence on **01 September 2025** and will remain in force until **30 June 2026**, whereafter 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.
- 2.2 The parties must review the provisions of this agreement during June each year and must conclude a new performance agreement that replaces the previous agreement at least once a year, within one month after the commencement of the new financial year.
- 2.3 The agreement will terminate on the termination of the employee's contract of employment for any reason.
- 2.4 If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must, by mutual agreement between the parties, immediately be revised.

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3. Performance Objectives

- 3.1 The performance plan sets out:
- a) The performance objectives and targets that must be met by the employee; and
 - b) The time frames within which those performance objectives and targets must be met.
- 3.2 The performance objectives and targets reflected in the performance plan 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 municipality. They shall include key objectives, key performance indicators, target dates, and weightings.
- 3.3 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 indicate the relative importance of the key objectives in relation to one another.
- 3.4 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.

4. Performance Management System

- 4.1 The employee agrees to participate in the performance management system that the employer adopts or introduces for the municipality.
- 4.2 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.

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- 4.3 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.
- 4.4 The employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.
- 4.5 The criteria upon which the performance of the employee must be assessed consist of two components, both of which must be contained in the performance agreement. 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. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 4.6 The employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan, which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

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Key Performance Areas (KPA's) for managers directly accountable to the municipal manager	Weighting
Institutional Development and Transformation	0%
Good Governance and Public Participation	0%
Infrastructure development and Basic Service Delivery	0%
Local Economic Development	0%
Municipal Financial Viability and Management	100%
Spatial Rationale	0%
Total	100%

- 4.7 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.
- 4.8 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 the employee
- 4.9 and must be considered with due regard to the proficiency level agreed to.

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LEADING COMPETENCIES		WEIGHTING
Strategic Leadership and Direction	• Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness	
People Management	• Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management	
Program and Project Management	• Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation	
Financial Management	• Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring	
Change Leadership	• Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation	
Governance Leadership	• Policy Formulation • Risk and Compliance Management • Cooperative Governance	
CORE COMPETENCIES		WEIGHTING
Moral Competence		
Planning and Organising		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Results and Quality Focus		
TOTAL		100%

5. Evaluating Performance

5.1 The performance plan sets out

- a) the standards and procedures for evaluating the employee's performance; and
- b) the intervals for the evaluation of the employee's performance.

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

5.3 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.

5.4 The annual performance appraisal must involve:

a) Assessment of the achievement of results as outlined in the performance plan:

- i. 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.
- ii. An indicative rating on the five-point scale should be provided for each KPA.
- iii. The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

b) Assessment of the CCRs:

- i. Each CCR should be assessed according to the extent to which the specified standards have been met.
- ii. An indicative rating on the five-point scale should be provided for each CCR.

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

iv. The applicable assessment-rating calculator must then be used to add the scores and calculate a final CCR score.

c) Overall rating:

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

ii. The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's:

Level	Terminology	Description	Rating				
			1	2	3	4	5
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 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.					

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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	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. 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 Performance Agreement 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.	

- d) 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).

6. Schedule for Performance Reviews

- 6.1 The performance of the employee in relation to his or her performance agreement must be reviewed on the following dates, with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:


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- Quarter 1: July – September 2025 [no later than 3rd week of October 2025]
- Quarter 2: October – December 2025 [no later than 3rd week January 2025]
- Quarter 3: January – March 2026 [no later than 3rd week of April 2026]
- Quarter 4: April – June 2026 and Annual Review [No later than 3rd Week August 2026]

- 6.2 The employer must keep a record of the mid-year review and annual assessment meetings.
- 6.3 Performance feedback must be based on the employer's assessment of the employee's performance.
- 6.4 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, on agreement between both parties.
- 6.5 The employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented, and/or amended, as the case may be, on agreement between both parties.

7. Developmental Requirements

- 7.1 A personal development plan (PDP) for addressing developmental gaps must form part of the performance agreement.

8. Obligations of the Employer

- 8.1 The Employer must:
- a) create an enabling environment to facilitate effective performance by the employee;

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- b) provide access to skills development and capacity building opportunities;
- c) work collaboratively with the employee to solve problems and generate solutions to common problems that may impact the performance of the employee;
- d) on the request of the employee, delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- e) make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

9. Consultation

- 9.1 The employer agrees to consult the employee timeously where the exercise of the powers will have, amongst others,
- a) a direct effect on the performance of any of the employee's functions;
 - b) commit the employee to implement or to give effect to a decision made by the employer; and
 - c) a substantial financial effect on the employer.
- 9.2 The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006 sub-regulation 31 (1) as soon as is practicable to enable the employee to take any necessary action without delay.

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10. Management of Evaluation Outcomes

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

10.2 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus, the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator, provided that:

- a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- b) A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

A performance bonus will be awarded pro rata according to the period of this agreement, based on the following bonus structure indicated in the Municipal Performance Regulations for Municipal Managers and Managers directly accountable to the Municipal Managers (GN R805):

The bonus is therefore calculated as provided in the table below:

% Achieved	R805 %	Bonus
65%	130%	5%
66%	132%	5%
67%	134%	6%
68%	136%	6%
69%	138%	7%
70%	140%	7%
71%	142%	8%

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72%	144%	8%
73%	146%	9%
74%	148%	9%
75%	150%	10%
76%	152%	10%
77%	154%	11%
78%	156%	11%
79%	158%	12%
80%	160%	12%
81%	162%	13%
82%	164%	13%
83%	166%	14%

10.3 In the case of unacceptable performance, the employer shall:

- a) provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
- b) after appropriate performance counselling and having provided the necessary guidance and/or support and a reasonable time for performance improvement, and performance does not improve, 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.

11. Dispute Resolution

11.1 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment, and/ or salary increment in the agreement, must be mediated by:

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- a) In the case of the municipal manager, the MEC for local government in the province, within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and
- b) In the case of managers directly accountable to the municipal manager, the executive mayor or mayor, within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be final and binding on both parties.

11.2 Any disputes about the outcome of the employee's performance evaluation must be mediated by:

- a) In the case of the municipal manager, the MEC for local government in the province, within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and
- b) 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 Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006 sub-regulation 27(4) (e), within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

12. General

12.1 The contents of the performance agreement must be made available to the public by the employer in accordance with the Municipal Finance Management Act, 2003, and Section 46 of the Municipal Systems Act, 2000.

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- 12.1 The contents of the performance agreement must be made available to the public by the employer in accordance with the Municipal Finance Management Act, 2003, and Section 46 of the Municipal Systems Act, 2000.
- 12.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the employee in terms of his or her employment contract, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.
- 12.3 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 **Christiana** on this the **30th** day of **September** 2025

1.  _____

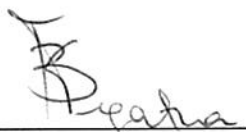


EMPLOYEE

2. _____

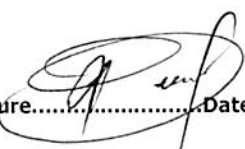
AS WITNESSES:

1.  _____



EMPLOYER

2.  _____

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PART B

PERFORMANCE PLAN 2025/2026

Entered into by and between

Mr. Thapelo Cornelius Moseki

In his capacity as Chief Financial Officer

And

Ms. Zingisa Khuthaza Kgatlha

In her capacity as Municipal Manager (EMPLOYER)

1. Purpose

The performance plan defines the Council's expectations of the Manager's performance agreement to which this document is attached, and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

2. Key responsibilities

The following objects of local government will inform the Acting Municipal Manager's performance against set performance indicators:

2.1 Provide democratic and accountable government for local communities.

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- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in matters of local government.

3. Key Performance Areas

The following Key Performance Areas (KPA's), as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001), inform the strategic objectives listed in the table below:

- 3.1 Basic Services and Infrastructure Development.
- 3.2 Municipal Transformation and Organisational Development.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation
- 3.6 Spatial Rationale

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Table 3: KEY PERFORMANCE AREA 3: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

IDP Objective	Key Performance Indicator	Indicator Definition	Baseline	Budget	Annual Target	Quarterly Target				POE
						1 st	2 nd	3 rd	4 th	
Build and strengthen the financial management of the municipality to enhance service delivery and achieve a clean audit by 2019	Number of financial policies reviewed and adopted by the council KPI.31 BTO	1. Credit Control debt collection, 2. Asset management policy, 3. Indigent policy, 4. Property Rates policy 5. Supply Chain Management Policy, 6. Tariff policy, 7. Cash Management policy, 8. Budget Policy 9. Borrowing policy. 10. Cost Containment Policy - Review 3 policies per quarter and if changes are adopted by the council.	Finance policies 1. Credit Control I debts collecti on, 2. Asset manag ement policy, 3. Indigent policy, 4. Property Rates policy 5. Supply Chain Management Policy, 6. Tariff policy, 4. Property Rates policy 5. Supply Chain Manag ement Policy, 6. Tariff policy, 7. Cash Manag ement policy, 8.	Opex	10 reviewed and approved financial policies by end June 2026	N/A	N/A	N/A	10 reviewed and approved financial policies by end June 2026	Council resolution for all reviewed and adopted financial policies

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ment submitted	and withdrawals			the end of June 2026	September 2025	submitted by the end of December 2025	submitted by the end of March 2026	submitted by the end of June 2026	
KPI.33 BTO									
Number of reports on the Conditional Grants spending in accordance with DoRA and Grant Frameworks	Expenditure reports on conditional grants	Conditional Grants	Opex	12 reports on the Conditional Grants spending in accordance with DoRA and Grant Frameworks by the end of June 2026	3 reports on the Conditional Grants spending in accordance with DoRA and Grant Frameworks by the end of September 2025	3 reports on the Conditional Grants spending in accordance with DoRA and Grant Frameworks by the end of December 2025	3 reports on the Conditional Grants spending in accordance with DoRA and Grant Frameworks by the end of March 2026	3 reports on the Conditional Grants spending in accordance with DoRA and Grant Frameworks by the end of June 2026	Sec 71 reports and proof of submission
KPI.34 BTO									
Number of SCM compliance reports submitted	Quarterly report on 1.Contract Management report, 2.Deviation report, 3.Bid awarded above R300 000 4.Number of quotations 5.Repairs and	4 SCM compliance reports to be submitted	Opex	4 SCM compliance reports submitted by the end of June 2026	1 SCM compliance reports submitted by the end of September 2025	1 SCM compliance reports submitted by the end of December 2025	1 SCM compliance reports submitted by the end of March 2026	1 SCM compliance reports submitted by the end of June 2026	Approved SCM Reports



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title KPI.35 BTO	maintenance 6.UIF & W	12 Financial Viability Reports Expressed in Ratios	Opex	4 Financial viability ratios report by end of June 2026	1 Financial viability ratios report by end of Sep 2025	1 Financial viability ratios report by end of Dec 2025	1 Financial viability ratios report by end of March 2026	1 Financial viability ratios report by end of June 2026	Section 71 report
	Financial Viability as expressed by the ratios (debt coverage ratio= 4:1, Outstanding service debtors to revenue = 3:1 Coverage age = 3:1)	KPI.36 BTO	7116 indigents currently receiving free basic services	Opex	8 000 Indigents household s receiving Free Basic Services by end June 2026	2 000 Indigents household ds receiving Free Basic Services by end Sep 2025	4 000 Indigen ts househ olds receivin g Free Basic Services by end Dec 2025	6 000 Indigen ts househ olds receivin g Free Basic Services by end March 2026	8 000 Indigen ts househ olds receivin g Free Basic Services by end June 2026
Number of Indigen ts househ olds receivi ng Free Basic Servic es KPI.37 BTO	Free basic services provided to household earning less than R3500. Benefits that are provided. 1. 6kl Water 2. 50 kwh electricity 3. Other services at 100%								





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	Percentage (%) collection of revenue achieved KPI.38 BTO	Quarterly revenue collected against the actual billing	59% Collection rate	Opex	70% collection of revenue achieved by the end of June 2026	70% collection of revenue achieved by the end of September 2025	70% collection of revenue achieved by the end of March 2026	70% collection of revenue achieved by the end of June 2026	Section 71
	Timeous submission of Annual Financial Statements to the Auditor General by the end of August KPI.41 BTO	Submission of Annual Financial Statements to AGSA by 31 August 2024	Timeous submission of Draft consolidated 2024/25 Annual Report to Internal Audit Committee & Auditor General by 31 August 2024	Opex	Timeous submission of 2024/25 Annual Financial Statements to Auditor General by end August 2025	N/A	N/A	N/A	Proof Approved to AFS submitted to AGSA by 31 August 2025



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IDP Objective	Key Performance Indicator	Indicator Definition	Baseline	Budget	Annual Target	Quarterly Target				POE
						1st	2nd	3rd	4th	
	Percentage of audit findings addressed KPI.42 BTO	Audit findings are addressed as contained in the post-audit action plan	Post Audit Action Plan	Opex	100% of audit findings addressed by the end of June 2026	N/A	N/A	N/A	100% of audit findings addressed by the end of June 2026	PAAP documents



CFO

Mr. T C Moseki

Municipal Manager:

Ms. Z K Kgathha

Signature: 

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1. Personal Development Plan

1.1. A Municipality should be committed to –

- (a) the continuous training and development of its employees to achieve its vision, mission, and strategic objectives and empower employees; and;
- (b) managing training and development within the ambit of relevant national policies and legislation.

1.2. A Municipality should follow an integrated approach to Human Resource Management, that is:

- (a) Human resource development forms an integral part of human resource planning and management.
- (b) For training and development strategy and plans to be successful, they should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals, and career pathing.
- (c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such an approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives and that training and development needs can be identified through performance management and appraisal.
- (d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development, they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached, and these should be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.

- (g) **Column 4 of Appendix 1: The suggested mode of delivery** refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training/development activity should have an impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him/her to read, e.g., legislation]; internal or external training provision; coaching and/or mentoring and exchange programs, etc.
- (h) The **suggested time frames (column 5 of Appendix 1)** enable managers to effectively plan for the year, e.g., so that not all their employees are away from work within the same period, and also ensure that the PDP is implemented systematically.
- (i) **Work opportunity created to practice skill/development areas, in column 6 of Appendix 1**, further ensures internalization 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).
- (j) The final column, **column 7 of Appendix 1**, provides the employee with a **support person** who could act as a coach or mentor in the area of learning.

Personal Development Plan of: Mr. Thapelo Cornelius Moseki

Compiled on 31 July 2025

1. Skills / Performan ce Gap (in order of priority)	2. Outcomes Expected (measura ble indicators : quantity, quality, and time frames)	3. Suggested training and/or developm ent activity	4. Suggest ed mode of delivery	5. Suggest ed Time Frames	6. Work opportunity created to practice skill/developm ent area	7. Suppo rt Perso n

Employee's Signature
Mr. Thapelo Cornelius Moseki
CFO



Signature:

Employer's Signature
Ms. Z K Kgatlha
Municipal Manager



Signature:

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