

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MKHAMBATHINI MUNICIPALITY
AS REPRESENTED BY
THE MUNICIPAL MANAGER
(Duly authorised by Council)

MR S MNGWENGWE 850303 6087 083

and

MS PHUMELELE PURITY NGUBANE
770821 0235 082

OF THE MUNICIPALITY

01 July 2025 - 30 December 2025

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Mkhambathini Municipality herein represented by Mr S Mngwengwe in his capacity as Municipal Manager (Hereinafter referred to as the Mkhambathini Municipality or Supervisor)

and

Director: Corporate Services Ms P.P Ngubane of the Municipality (Hereinafter referred to as the Corporate Services Director).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- The Mkhambathini Municipality has entered into a contract of employment with the Director: 1.1 Corporate Services in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Mkhambathini Municipality and the Director: Corporate Services 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 Director: Corporate Services 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 Director: Corporate Services and to communicate to Director: Corporate Services the Mkhambathini Municipality's expectations of the Director: Corporate Services 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 Director: Corporate Services has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the Director: Corporate Services; and

2 | Performance Agreement: Director Corporate Services

or of the state of

2.7 give effect to the Mkhambathini Municipality's commitment to a performance-orientated relationship with its **Director: Corporate Services** in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2025** and will remain in force until **30 December 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 the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Director: Corporate Services** 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 B) sets out-
 - 4.1.1 the performance objectives and targets that must be met by the **Director: Corporate**Services; 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 C are set by the Mkhambathini Municipality in consultation with the Director: Corporate Services and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of Mkhambathini Municipality, 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.

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- 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 **Director: Corporate Services** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in **Mkhambathini Municipality**'s Integrated Development Plan.

3 | Performance Agreement: Director Corporate Services

5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Director: Corporate Services** agrees to participate in the performance management system that the **Mkhambathini Municipality** adopts or introduces for the **Mkhambathini Municipality**, management and municipal staff of the **Mkhambathini Municipality**.
- The **Director: Corporate Services** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Mkhambathini Municipality**, management and municipal staff to perform to the standards required.
- 5.3 The **Mkhambathini Municipality** will consult the **Director: Corporate Services** about the specific performance standards that will be included in the performance management system as applicable to the **Director: Corporate Services**
- 5.4 The **Director: Corporate Services** agrees to participate in the performance management and development system that the Employer adopts
- 5.5 The **Director: Corporate Services** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the **Director: Corporate Services** responsibilities) within the local government framework.
- 5.6 The criteria upon which the performance of the **Director**: **Corporate Services** r shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
 - 5.6.1 The **Director: Corporate Services** 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.
 - 5.6.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 5.6.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.7 The **Director: Corporate Services** assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**Annexure B**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Mkhambathini Municipality** and **Director: Corporate Services**

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	0 %
Municipal Institutional Development and Transformation	60 %
Local Economic Development (LED)	0 %
Municipal Financial Viability and Management	10 %
Good Governance and Public Participation	20 %
Cross Cutting	10 %
Total	100%

4|Performance Agreement: Director Corporate Services

5.8 The CMC's will make up the other 20% of the Director: Corporate Services Assessment score. CMC's that are deemed to be most critical for **Director: Corporate Services** specific job should be selected ($\sqrt{}$) from the list below as agreed to between Mkhambathini Municipality and Director: Corporate Services.

LEADING COMPETENCIES COMPETENCY DESCRIPTION	WEIGHT
Impact and influence Institutional Performance	%
	- %
	1 0 0
	10%
	1-
Program and project Planning and Implementation	
Service Delivery Management	1 () %
Program and Project Management and Evaluation	10
Budget Planning and Execution	_
Financial Strategy and Delivery	10%
Financial Reporting and Monitoring	1 -
Change Vision and Strategy	
	10 %
	10
	10 %
	1
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meet quality standards.	/ 0 %
Further to actively monitor and measure results and	\
quality against identified objectives.	
	Service Delivery Management Program and Project Management and Evaluation Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation Policy Formulation Risk and Compliance Management Cooperative Governance CORE COMPETENTIES Able to identify triggers, apply reasoning that promotes honesty and integrity and consistency display behavior that reflects moral competence. Able to plan, priorities and organize information and resources effectively to ensure the quality of service delivery and build efficient contingency Plans to manage risk Able to critically analysis information challenges and trends to establish and implement fact based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives. Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government. Able to share information, knowledge and ideas in a clear, focused and concise manner, appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome. Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure B) to this Agreement sets out -
 - 6.1.1 the standards and procedures for evaluating the **Director: Corporate Services** performance; and
 - 6.1.2 the intervals for the evaluation of the Director: Corporate Services performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Mkhambathini Municipality** may in addition review the **Director: Corporate Services** 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 **Director: Corporate Services** performance will be measured in terms of contributions to the goals and strategies set out in the **Mkhambathini Municipality**'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 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 outcome of the performance appraisal.

6.6 The assessment of the performance of the **Director: Corporate Services** will be based on the following rating scale for KPA's and CCRs:

6 | Performance Agreement: Director Corporate Services

Level	Yearnhulaigy	Description	Rating
			1 2 3 4 5
\$ 100 mg	Outstanding performance	Performance far exceeds the standard expected of the Corporate Services Manager at this level. The appraisal indicates that the Corporate Services Acting Director 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 expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Corporate Services Acting Director has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.	
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Corporate Services Acting Director has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.	
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the Corporate Services Acting Director has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.	
	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the Corporate Services Acting Director has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The Corporate Services Acting Director 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.	

- 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:
 - Mayor and/or Mayor from another municipality; and 6.7.4
 - Member of a ward committee as nominated by the Executive Mayor or Mayor. 6.7.5
- 6.8 For purposes of evaluating the annual performance of Directors directly accountable to the Municipal Manager, 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
 - Municipal Manager from another municipality. 6.8.4
- 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 Director: Corporate Services 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:

QUARTER	MONTHS	REVIEW DATE					
First quarter	July 2025 – September 2025	Before the end of October 2025					
Second quarter	October 2025 – December 2025 Before the end January 2026						
Third quarter	January 2026 – March 2026	Before the end of April 2026					
Fourth quarter	April 2026 – June 2026	Before the end of July 2026					

- 7.2 The Mkhambathini Municipality shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the Mkhambathini Municipality's assessment of **Director: Corporate Services** performance.
- 7.4 The Mkhambathini Municipality will be entitled to review and make reasonable changes to the provisions of Annexure ""B from time to time for operational reasons. The Director: Corporate Services will be fully consulted before any such change is made.
- 7.5 The Mkhambathini Municipality may amend the provisions of Annexure B whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Director: Corporate Services will be fully consulted before any such change is made.

 8 | Performance Agreement Director Corporate Services

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

9. OBLIGATIONS OF THE MKHAMBATHINI MUNICIPALITY

- 9.1 The Mkhambathini Municipality shall
 - create an enabling environment to facilitate effective performance by the Director: 9.1.1 **Corporate Services**
 - 9.1.2. provide access to skills development and capacity building opportunities;
 - 9.1.3 work collaboratively with the Director: Corporate Services to solve problems and generate solutions to common problems that may impact on the performance of the **Director: Corporate Services:**
 - 9.1.4 on the request of the Director: Corporate Services delegate such powers reasonably required the Director: Corporate Services 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 Director: Corporate Services such resources as the Director: Corporate Services 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

- The Mkhambathini Municipality agrees to consult the Director: Corporate Services 10.1 timorously where the exercising of the powers will have amongst others -
 - 10.1.1 a direct effect on the performance of any of the **Director: Corporate Services** functions:
 - 10.1.2 Commit the **Director: Corporate Services** to implement or to give effect to a decision made by the Mkhambathini Municipality; and
 - 10.1.3 a substantial financial effect on the Mkhambathini Municipality.
- 10.2 The Mkhambathini Municipality agrees to inform the Director: Corporate Services 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 Director: Corporate Services to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- The evaluation of the Director: Corporate Services Performance will form the basis for 11.1 rewarding outstanding performance or correcting unacceptable performance.
- 11.1.1 A performance bonus of between 5% to 14% of all-inclusive annual remuneration package may be paid to the Director: Corporate Services in recognition of outstanding performance to be constituted as follows
 - 11.1.2 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.1.3 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

9|Performance Agreement: Director Corporate Services of SM SM

- 11.3 In the case of unacceptable performance, the Mkhambathini Municipality shall -
 - 11.3.1 provide systematic remedial or developmental support to assist the **Director: Corporate**Services 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 **Mkhambathini Municipality** may consider steps to terminate the contract of employment of the **Director: Corporate Services** 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 employees performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by
 - (a) In 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.

- 12.1.2 any disputes about the outcome of the employee performance evaluation must be mediated by:-
- (a) In 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 sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the **Director: Corporate Services:**

Whose decision shall be final and binding on both parties

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 **Mkhambathini Municipality**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Director:**Corporate Services 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 Director: Corporate Services 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.

10 | Performance Agreement: Director Corporate Servi

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DIRECTOR: CORPORATE SERVICES

AS WITNESSES:





ANNUAL PERFORMANCE PLAN, PERSONAL DEVELOPMENT PLAN AND REVIEW FOR MANAGERS

Entered into by and between

THE MKHAMBATHINI MUNICIPALITY AS REPRESENTED BY THE MUNICIPAL MANAGER

(Duly authorised by Council)

MR S MNGWENGWE

AND

MS P.P NGUBANE

DIRECTOR: CORPORATE SERVICES

["the Employee"]

01 July 2025 - 30 December 2025

Core Management Criteria (CMC)

CMC's are based on the eleven core competencies -- even Manager should be assessed against all those CMC' that are applicable to his/her job. Compulsory CMC' for Managers are highlighted below (NOTE: Weights should be taken from the signed performance agreement for the year under review).

			MILESTONES/COMM
1 Strategic Direction and Leadership	i c	%	
2. People Management	7	0/%	
3. Programme and Project Management	7	0 %	
4. Financial Management	7	0/%	
5. Change Management)	%	
6. Governance Leadership	7	% 10	
7. Moral Competencies	7	01 %	
8. Planning and Organizing	7	0/%	
9. Analysis and Innovation		%	
10. Knowledge and Information Management	7	0 %	
11. Communication	7	0/ %	
12. Results and Quality Focus	7	0) %	

EVALUATION ON THE CORE OCCUPATIONAL COMPETENCY (COC)

COC's are based on the eleven core competences – every Manager should be assessed against all those COC's that are applicable to his/her job. (NOTE: Weight should be taken from the signed performance agreement for the year under review)

CORE OCCUPATIONAL COMPETENCIES (COC) Competence in Self-Management		%	
2. Interpretation of and implementation within the legislative and national policy framework	7	% Q	
3. Knowledge of Performance Management and Reporting	7	%	
4. Knowledge of global of South African specific political, social and economic contexts		%	
5. Competence in policy conceptualization, analysis and implementation)	20 %	
6. Knowledge of more than one functional municipal field/discipline	\	%	
7. Skills in Mediation		%	
8. Skills in Governance	7	% 00	
9. Competence as required by other national line sector department	7	3,	
10. Exceptional and dynamic creativity to improve the functioning of the municipality	d	%	
Total percentage	9	100%	

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PERSONAL DEVELOPMENT PLAN

PERFORMANCE ASSESSMENT RATING

The Assessment Rating will be used to add the score and calculate a final KRA score (80%) and a final CMC and COC's score (20%).

The Table Below should be completed by the summarized total of each panel member (Note: Weight should be taken from the signed performance agreement for the year under review)

KPA	WEIGHT	RATING
Basic Service Delivery	%	
Municipal Institutional Development and Transformation	%	
Local Economic Development	%	
4. Municipal Financial Viability and Management	%	
5. Good Governance and Public Participation	%	
6. Cross Cutting Issues	%	
Total		
x 80%		

Management Competencies	Weight	
Strategic Capability & Leadership	%	
2. Programme & Project Management	%	
3. Financial Management	%	
4. Change Management	%	
5. People Management	%	
Governance Leadership	%	
Total		
x 20%		

		and the
Moral Competence	%	
2. Planning and Organizing	%	
3. Analysis and Innovation	%	
4. Knowledge and Innovation	%	
5. Communication	%	
6. Result and Quality Focus	%	
Total		
X 20%		

Key Results

	(A) Sub- Total	% Of Particular
KRA (Key Result Area)		80%
CC (Conduct Criteria)		20%
c) FINAL SCORE		
FINAL SCORE IN PERCENTAGE (C/5X100)		

AGREEMENT TO PERFORMANCE AND DEVELOPMENT PLAN

I manage with the late of
I agree with the objectives as set out in the above Performance and Development Plan and undertake to achieve the objectives as agreed on.
SIGNATURE: A STATE OF THE STATE
Name of Director Ms P. Ngubane
Date: 09/07/2025
I undertake to support Ms P.P Ngubane (Director of Corporate Services) with the achievement of the above Performance and Development Plan . SIGNATURE: Municipal Manager Mr S Mngwengwe
Date: 09/07/2025

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