THABO MOFUTSANYANA *District Municipality*

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OFFICE OF THE MUNICIPAL MANAGER

ANNEXURE "A"

- **Performance Agreement**
- **Performance Plan**
- **Performance Development Plan**

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THABO MOFUTSANYANA *District Municipality*

PERFORMANCE AGREEMENT

Mr. GQOLI NOLOYISO LETITIA

CHIEF FINANCIAL OFFICER

of

Thabo Mofutsanyana District Municipality

For the financial year:

01 July 2021 to 30 June 2022

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Thabo Mofutsanyana District Municipality herein represented by **Ms. Takatso Lebenya** in her capacity as Municipal Manager (hereinafter referred to as the **Employer**)

and

Ms. Noloyiso Gqoli Chief Financial Officer of the Thabo Mofutsanyana District 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) 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.

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2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

2.1 comply with the provisions of Section 57(1)(b), (A), (4B) and (5) of the Act as well as the employment contract entered between the parties;

2.2 specify objectives and targets defined and agreed with the employee and to 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; 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 2021** and will remain in force until **30th of June 2022** thereafter a new Performance Agreement,

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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

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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 **Employee**'s performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Municipality's Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

5.1 The **Employee** agrees to participate in the performance management system that the Employer adopts or introduces for the **Employer**, management and municipal staff of the Municipality.

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.

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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, 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 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 be determined using the rating calculator.

5.6 The **Employee**'s assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

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Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	10
Municipal Institutional Development and Transformation	5
Local Economic Development (LED)	5
Municipal Financial Viability and Management	65
Good Governance and Public Participation	15
Total	**100%**

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		**WEIGHT**
Strategic Direction and Leadership		
People Management		20
Program and Project Management		
Financial Management		40

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COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES		**WEIGHT**
Change Leadership		
Governance Leadership		5
CORE COMPETENCIES		
Moral Competence		
Planning and Organising		10
Analysis and Innovation		10
Knowledge and Information Management		5
Communication		5
Results and Quality Focus		5
Total percentage	-	**100%**

6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets out – 00fuyvhbn

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.

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.

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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.

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.

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

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 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.					
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.					

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Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					
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 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.					

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;

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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:

QUARTER	PERIOD	ASSESSEMENT DATE
1st Quarter	July – September	20/10/2021
2nd Quarter	October - December	19/01/2022
3rd Quarter	January - March	20/04/2022
4th Quarter	April - June	20/07/2022

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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. 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

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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:

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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

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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.

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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 Phuthaditjhaba 26th **Day of July 2021**

As Witnesses:

1. _____

2. _____

_____
Chief Financial Officer
Thabo Mofutsanyana District Municipality

Thus, done and signed at Phuthaditjhaba 28 **Day of July 2021**

As Witnesses:

1. _____

2. _____

_____
Municipal Manger
Thabo Mofutsanyana District Municipality

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THABO MOFUTSANYANA *District Municipality*

PERFORMANCE PLAN

2021/2022 FINANCIAL YEAR

OF

Ms. NL. GQOLI

CHIEF FINANCIAL OFFICER

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1. Purpose

The performance plan defines the Council's expectations of the Chief Financial Officer'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 Chief Financial Officer's performance against set performance indicators:

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 the matters of local government.

3. Key Performance Areas

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

3.1 Municipal Transformation and Organisational Development.
3.2 Basic Service Delivery
3.3 Local Economic Development (LED).
3.4 Municipal Financial Viability and Management.
3.5 Good Governance and Public Participation.

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Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
1. **Municipal Transformation and Organisational Development**	5	❖ Performance Management System (PMS) aligned to the IDP, developed and implemented ❖ An organisational structure aligned to the IDP established and operationalised ❖ Effective administrative and institutional systems, structures and procedures including human resources, financial policies, by-laws and communication systems established and implemented. ❖ The interface between EXCO and Council to align administrative and political priorities of Council managed ❖ Integrated human resource management systems introduced and operationalised ❖ Customer service systems implemented.			
2. **Infrastructure Development and Service Delivery**	5	❖ Infrastructure Development and Investment Model implemented. (In the said model, there should be a dynamic relationship between population growth projections, service			

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Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
		delivery backlogs, revenue generation capacity and institutional capacity): ❖ Reduction in reticulation losses for water and electricity (Rand-value) ❖ % Reduction in number of complaints from residents ❖ % Increase in response time and resolution of complaints ❖ % Increase in payment of municipal services ❖ Asset register for all infrastructure and municipal property rehabilitated periodically maintained ❖ The provision of basic municipal services to the satisfaction of residents (That is, clear delivery programmes and projects to progressively achieve national service delivery targets in terms of): ❖ Water ❖ Sanitation ❖ Electricity ❖ Refuse removal ❖ Municipal access roads and public transport			

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Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
		❖ Municipal health services, etc. ❖ Sustainable human settlement development facilitated through engagement with sector departments in line with the IDP and through IGR structures to ensure that IDP integrates sector plans, including but not limited to, the Departments of: ❖ Housing, Health, ❖ Social Development, ❖ Home Affairs, ❖ Minerals and Energy, ❖ Water Affairs and Forestry			
3. **Local Economic Development (LED)**	5	❖ An analysis of the local economy undertaken ❖ Comparative and competitive advantage of the municipality identified and incorporated into credible LED strategy and programmes ❖ Institutional capacity to implement LED programmes established and a conducive environment for shared growth created to ensure that: ❖ Market and public confidence in municipal functioning, infrastructure			

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Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
		development and service delivery is improved ❖ Existing public and private resources to intensify enterprise support to local communities utilised ❖ Sustainable community investment programmes introduced and implemented ❖ Knowledge sharing networks and social partnerships facilitated			
4. Municipal Financial Viability and Management	65	❖ Sound financial management practices implemented in terms of the MFMA priorities and timeframes, including but not limited to: ❖ Budget aligned to development and service delivery targets that municipalities are accountable for as set out in the adopted IDP's ❖ Budget and treasury office established ❖ Budget and revenue management is effective ❖ Financial reporting and auditing is performed ❖ Institutional capacity for municipality to spend is created			

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Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
		❖ Financial management policies and by-laws developed, including but not limited to supply chain management, credit control, tariff and investment policies ❖ Integrated financial management systems introduced and operationalised ❖ Municipal financial viability targets set and achieved which will ensure that: ❖ Growth in service debtors is reduced ❖ Consumer debt exceeding 90 days is recovered ❖ % Reduction in grant dependency rate ❖ Turn around time for creditor payment improved ❖ % Personnel cost over the total operational budget is in line with regulatory framework ❖ Provision for bad debt made ❖ Financial legislation implemented, including Property Rates Act and the Division of Revenue Act			
5.	20	❖ Procedures for community participation processes as set out in			

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Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
Good Governance and Public Participation		legislation adhered to in terms of: ❖ Planning ❖ Budgeting ❖ Implementation ❖ Monitoring and reporting ❖ Regular communication with communities on the achievement of targets set out in IDPs is carried out ❖ Functioning of ward committees directly supported where applicable ❖ Capacity building of community-based organisations to enhance effective participation facilitated ❖ Relationship with organised business, labour and civil society built through transparent and accountable governance ❖ An anti-corruption strategy in terms of national strategy for the municipality is developed and implemented to address: ❖ Prevention ❖ Detection ❖ Awareness / communication ❖ Financial and performance audit committee established and functional			

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Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
		❖ Mechanisms to ensure disclosure of financial interest in place ❖ An effective communication strategy to promote transparency, public accountability, access to information, administrative justice and responsiveness to complaints are dealt with in terms of the relevant legislation developed and implemented ❖ Unqualified audit report achieved and maintained ❖ Community satisfaction surveys conducted.			

PERFORMANCE PLAN FOR MUNICIPAL MANAGER for the Period: 01 JULY 2021 to 30 JUNE 2022

Singed and accepted by Chief Financial Officer

Ms. NL.Gqoli

Date: 26/07/2021

Singed by the Municipal Manager on behalf of the Council

Ms. TPM Lebenya

Date: 28/07/2021

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Thabo Mofutsanyana District Municipality 2021/2022 SDBIP

THABO MOFUTSANYANA District Municipality

KPA	Strategic Objective	Measurable Objective	KPI	Budget	Frequency	Ref No.	Baseline	2021/2022 Annual Target	First Quarter Planned Target	Second Quarter Planned Target	Third Quarter Planned Target	Fourth Quarter Planned Target	Evidence to be provided	KPI NO.
KPA 4: MUNICIPAL FINANCIAL VIABILITY & MANAGEMENT														
			FINANCE											
			PAYMENTS											
MUNICIPAL FINANCIAL VIABILITY & MANAGEMENT	Effectively Manage the Finances of the District and Development of necessary measures for full Accountability and Reporting	To Facilitate Payments	Payment of Creditors within 30 Days of Receipt of Invoice	OPEX	M	FIN 01	Only 97% of creditors were payed within 30 days	100% Payment of Creditors	100% Payment of Creditors	100% Payment of Creditors	100% Payment of Creditors	100% Payment of Creditors	Creditors Ageing Analysis Report	89
			Preparation of Creditotors Reconcilliation within 10 working Days After the end of the Month	OPEX	M	FIN 02	NEW	Preparation of Creditotors Reconcilliation within 10 working Days After the end of the Month	10 days After the end of the Month	10 days After the end of the Month	10 days After the end of the Month	10 days After the end of the Month	Preparation Date of the the Recon	90
			Preparation of Cashbooks within 10 working Days After the end of the Month	OPEX	M	FIN 03	Preparation of Cashbooks 09 Days After the end of the Month	Preparation of Cashbooks 10 Days After the end of the Month	10 days After the end of the Month	10 days After the end of the Month	10 days After the end of the Month	10 days After the end of the Month	Last Transaction Date in the Cashbook	91
			Preparation of VAT Reconciliation after Submission of VAT Return within 10 working days After Submissions of Returns	OPEX	M	FIN 04	Preparation of VAT Reconciliation 08 Days After Submissions of Returns	Preparation of VAT Reconciliation 10 Days After Submissions of Returns	10 Days After Submissions of Returns	10 Days After Submissions of Returns	10 Days After Submissions of Returns	10 days After Submissions of Returns	Vat Return Submission Date and the Preparation of Recon	92
			Submission of VAT Returns within 30 Days After the end of the Month	OPEX	M	FIN 05	Submission of VAT Returns 28 Days After the end of the Month	Submission of VAT Returns 30 Days After the end of the Month	30 Days After the end of the Month	30 Days After the end of the Month	30 Days After the end of the Month	30 Days After the end of the Month	Submission Date (EasyFile)	93
			Reconciliation between Payroll and General Ledger within 10 working days After the end of the Month	OPEX	M	FIN 06	Reconciliation between Payroll and General Ledger 08 Days After the end of the Month	Reconciliation between Payroll and General Ledger 10 Days After the end of the Month	10 Days After the end of the Month	10 Days After the end of the Month	10 Days After the end of the Month	10 Days After the end of the Month	Preparation Date between ledger & Payroll	94
			Payment of salaries & allowances 25 Days After the beginning of each month	OPEX	M	FIN 07	Payment of salaries & allowances 23 Days After the beginning of each month	Payment of salaries & allowances 25 Days After the beginning of each month	25 Days After the beginning of each month	25 Days After the beginning of each month	25 Days After the beginning of each month	25 Days After the beginning of each month	Bank Statement (Proof)	95
		Prepare Staff Benefits Expenditure	Prepare quarterly expenditure report on staff benefits On the 30 June 2022	OPEX	Q	FIN 08	4 expenditure report on staff benefits	Prepare quarterly 4 expenditure on staff benefits	1 expenditure on staff benefits	1 expenditure on staff benefits	1 expenditure on staff benefits	1 expenditure on staff benefits	Prepared Signed Report	96
			BUDGETING & REPORTING											
		To Facilitate Budgeting	Submit the Review of Budget & Tariffs Annually on 31 Jan 2022	OPEX	Y	FIN 09	31-Jan-20	Submit the Review of Budget on 31 Jan 2022	-	-	Submit the Review of Budget on 31 Jan 2022	-	Signed Acknowledgement and Council Resolution	97
			Submission of income and expenditure report within 10 working days after the end of the month (Section 71 Report)	OPEX	M	FIN 10	Submission of Income and Expenditure report 10 Days after the end of the month	Submission of Income and Expenditure report 10 Days after the end of the month	10 days after the end of the month	10 days after the end of the month	10 days after the end of the month	10 days after the end of the month	Signed Section 71 Report	98
			Submissions of Annual Financial statement to Office of the Auditor General on the 31st Aug 2021	AFS	Y	FIN 11	Annual Financial statement Submitted on 31 Aug 2019	Submissions of Annual Financial statement on the 31st Aug 2021	Submissions of Annual Financial statement on the 31st Aug 2021	-	-	-	Signed Receipt Form/Date Stamp on e-mail	99
			Compile Budget time table and submit to Council on the 31st Aug 2021	BUDGET	Y	FIN 12	Budget time table Compiled on 31 Aug 2019	Compile Budget time table and submit to Council on the 31st Aug 2021	Compile Budget time table and submit to Council on the 31st Aug 2021	-	-	-	Internal Mail Register & Council Resolution	100
			Submission of draft budget and tariffs to council for tabling on the 31st March 2022	BUDGET	Y	FIN 13	31-Mar-20	Submission of draft budget on the 31st March 2022	Submission of draft budget on the 31st March 2022	-	-	-	Draft Budget & Council Resolutin	101
			Submission of budget on the 31st May 2022 to council for approval	BUDGET	Y	FIN 14	31-May-20	Submission of budget on the 31st May 2022	-	-	-	Submission of budget on the 31st May 2022	Final Budget & Council Resolutin	102
			Number of Investments Reconcilliation (Interest On Investment)prepared on the 30 June 2022	OPEX	M	FIN 15	12 Monthly eports	12 Monthly eports	3 Monthly Reports	3 Monthly Reports	3 Monthly Reports	3 Monthly Reports	Signed Monthy Report	103
			Nmber of Grants Register (FMG;EPWP.RRAMS,EESDM & EQUITABLE SHARE)prepared on the 30 June 2022	OPEX	M	FIN 16	12 Monthly Reegisters	12 Monthly Registers	3 Monthly Registers	3 Monthly Registers	3 Monthly Registers	3 Monthly Registers	Signed Monthly Regsters	104

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	Preparation of bank reconciliation within 10 working Days	OPEX	M	FIN 17	09 Days After end of Month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	Signed Reconcilliation	105
SUPPLY CHAIN MANAGEMENT												
Procurement of Goods & Services	Monthly reporting of all tenders awarded within 10 working Days After the end of the Month	OPEX	Q	FIN 18	10 Days	Monthly report of all tenders awarded 10 Days after the end of the month	10 Days after the end of the Quarter	10 Days after the end of the Quarter	10 Days after the end of the Quarter	10 Days after the end of the Quarter	Signed Suppliers Report	106
Ensure Strict Internal Controls	SCM Implementation Report (Sec6(3)) on SCM Policies to the Council on the 30 June 2021	OPEX	Q	FIN 19	New	4 Implementation on SCM Policy Quarterly Reports	1 Implementation on SCM Policy Quarterly Reports	1 Implementation on SCM Policy Quarterly Reports	1 Implementation on SCM Policy Quarterly Reports	1 Implementation on SCM Policy Quarterly Reports	Signed Quartely report	107
	Preapare Deviation Register on the 30 June 2022	OPEX	Q	FIN 20	New	4 Register of Deviations	1 Register of Deviations	1 Register of Deviations	1 Register of Deviations	1 Register of Deviations	Signed Quartely report	108
	Preapare Fruitless& Wastefull Expenditure Register on the 30 June 2022	OPEX	Q	FIN 22	New	4 Register of fruitless & wasteful Expenditure	1 Register of fruitless & wasteful Expenditure	1 Register of fruitless & wasteful Expenditure	1 Register of fruitless & wasteful Expenditure	1 Register of fruitless & wasteful Expenditure	Signed Quartely report	109
	Preapare Unauthorised Expenditure Register on the 30 June 2022	OPEX	Q	FIN 23	New	4 Register of Unauthorised Expenditure	1 Register of Unauthorised Expenditure	1 Register of Unauthorised Expenditure	1 Register of Unauthorised Expenditure	1 Register of Unauthorised Expenditure	Signed Quartely report	110
	Review the Supply Chain Management Policy in terms of Chapter 11 of the MFMA and Submit it to Council for Approval on the 31st May 2022	OPEX	Y	FIN 24	31-May-20	Review the Supply Chain Management Policy on 31 May 2022	-	-	-	Review the Supply Chain Management Policy on 31 May 2022	Reviewed SCM Policy,Draft Annual Procurement Plan and Council resolution	111
ASSET MANAGEMENT												
Ensure that all Municipal Assets are safe guarded	Monthly Asset reconciliation between the GL and the Asset Register within 10 working Days After the end of the Month	CAPEX	M	FIN 25	17 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	Approval Date of the Recon	112
	Assets verification annually on the 10th July 2021	CAPEX	Y	FIN 26	verification on 01 July 2019	Assets verification on the 10 July 2021	Assets verification on the 10 July 2021	-	-	-	Signed Stocktake report	113
	100% of assets insured on the 01st Oct 2021	OPEX	Y	FIN 27	Assets insured on the 01 Oct 2019	Assets insured on the 01 Oct 2021		Assets insured on the 01 Oct 2021	-	-	Signed Policy Cover Accepatance & Proof of Payment	114

SUBMITTED BY:
SIGNATURE : .....
Me. NL Gqoli
Chief Financial Officer
DATE : 26/07/2021

SUMMARY OF THE KEY PERFORMANCE INDICATORS	RANGE	TOTALS
NUMBER OF KEY PERFOMANCE INDICATORS 2020/2021		27
ACHIEVED KEY PERFOMANCE INDICATORS		
PARTIALLY ACHIEVED KEY PERFOMANCE INDICATORS		
NOT ACHIEVED KEY PERFOMANCE INDICATORS		
KEY PERFOMANCE INDICATORS NOT THIS QUARTER		

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THABO MOFUTSANYANA *District Municipality*

PERSONAL DEVELOPMENT PLAN

2021/2022 FINANCIAL YEAR

OF

MS. NL. GQOLI

CHIEF FINANCIAL OFFICER

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PERSONAL DEVELOPMENT PLAN

Competency Profile of the jobs	Incumbent competency available	Skills/Performance Gap (in order of priority)	Suggested training and/or development activity	Suggested mode of delivery	Suggested Time Frames	Budget available for suggested training
Program and Project Management	Basic	Consistently demonstrate desired outcomes	Training		2021/22	2021/22
Change Management	Basic	Explicit Change Strategies Long-term Solutions	Training		2021/22	2021/22

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DEPARTMENT OF COOPERATIVE GOVERNANCE

SENIOR MANAGER ASSESSMENT REPORT

FOR

Noloyiso Gqoli

Thabo Mofutsanyana District Municipality

Gijima

Technology People

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ASSESSMENT REPORT

STRICTLY CONFIDENTIAL

NAME & SURNAME	Noloyiso Gqoli
IDENTITY OR PASSPORT NR	640327 0832 082
RACE	African
GENDER	Female
DISABILITY	N/A
QUALIFICATIONS	National Diploma
DATE OF ASSESSMENT	9th & 10th November 2017
MUNICIPALITY	Thabo Mofutsanyana District Municipality
CURRENT JOB TITLE	Manager: Budget & Treasury
POSITION ASSESSED FOR	Chief Financial Officer
FUNCTIONAL AREA	Chief Financial Officer

In order to comply with the Ethical Code for Psychologists, kindly note that this is a confidential report, the content of which is only for the information of the assessed and relevant authority within the Municipality.

This assessment only relates to the leading and core competencies required for effective performance of a Senior Manager as outlined in Notice 578 583 of Government Gazette 3894637243, 1 July 2015 and 17 January 2014: Annexure B of "Local Government: Municipal Systems Act (32/2000): Local Government: Regulations on appointment and conditions of employment of senior managers" ("Competency Framework"). It does not reflect on the functional competencies required for specific roles within the Department. The implementation of the assessment results as contained in this report must be implemented in accordance with the requirements of the Directive on the use of competency based assessments for Senior Manager within the Municipality.

Please note that these results may not be used for any other purpose unless the assessee consents thereto.

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1. GUIDANCE FOR THE END USER

This report contains an integrated discussion of the candidate's results. The results are based on candidates completing a series of tools and exercises that have been designed to assess the competencies in the Competency Framework, designed exclusively for local government in South Africa.

A description of the assessment tools and application thereof, as well as proficiency levels is stipulated below. The results summary provides an overall indication of the candidate's proficiency levels per competency. An executive summary provides a holistic overview of a candidate in relation to how they manage themselves, think and reason, and relate to other people. An overview of the candidate's strengths and areas of development relative to self is outlined in detail in relation to the competency framework.

2. ASSESSMENT TOOLS

The methodology applied involves a combination of psychometric tools and competency-based assessments.

ASSESSMENT TOOL	ASSESSMENT TYPE	DESCRIPTOR	APPLICATION FOR USER
Cognitive Process Profile (CPP)	Cognitive assessment	The CPP measures the way people think when dealing with new information and solving problems of varying complexity. It also assesses aspects of people's potential for future cognitive development and growth. There is no time limit for completion of this tool.	This tool that has been designed to simulate the manner in which a candidate solves problems in unfamiliar and novel situations. It also provides information about the level of complexity the candidate is able to function at.
15FQ+	Personality assessment	The 15 Factor Personality Questionnaire (15FQ+) is designed to assess an individual's broad range of personality traits interests, preferences and feelings. Such elements assess the candidate's characteristic ways of behaving across a wide range of situations.	The 15FQ+ and the Giotto are self-reported questionnaires that help to provide an indication of a person's preferences and their likely behaviour in the workplace. These tools help us to understand the type of situations the candidate is likely to excel in because he/she enjoys it and kind of situations the candidate may prefer to avoid, given the opportunity. The limitation of tools such as this is that they do not tell us what the candidate is able to do, only what his/her preferences are.
Giotto	Workplace behaviour assessment	The Giotto was developed to unravel the complex nature of personal integrity, as it relates to the workplace.	
Competency-Based Simulation	Simulation exercises	The competency-based simulation assessment comprises of a combination of written exercises, a presentation and a role-play and has been specifically designed to measure the lead and core competencies which have been identified as relevant within a hypothetical municipality and	Candidates must rely on their knowledge and experience to provide the assessors with evidence of how they will go about solving problems and dealing with the scenarios presented in these exercises. As such, the exercise provides information about a

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		outlined in the competency framework for senior managers. A candidate is given a set of background documents about a specific municipality – this information attempts to simulate a real municipality – and the candidate then needs to complete the following tasks: • In Task 1, the candidate is given time to prepare a presentation that addresses a specific scenario posed in the exercise and he/she then needs to deliver the presentation to an assessor. • In Task 2, the candidate needs to formally prepare for a meeting with an important stakeholder and thereafter conduct a meeting in the form of a role-play with an assessor. In this role-play, the assessor performs the role of the stakeholder. • In Task 3, the candidate needs to respond to specific issues that have arisen on a particular day. This task takes the form of a case study, which is a written exercise.	candidate's ability to perform within the relevant role based on displayed behaviour.

3. SCORING CRITERIA AND PROFICIENCY LEVELS

SCORE	DESCRIPTOR
Basic*	Marginal/basic demonstration of competency; basic understanding of concepts and methodologies; responses lack detail and integration
Competent	Good demonstration of competency; proficient in understanding of concepts and methodologies; responses are suitably integrated and detailed
Advanced	Elevated demonstration of competency; advanced understanding of concepts and methodologies; responses are well integrated and detailed
Superior	Outstanding and comprehensive demonstration of competency; superior understanding of concepts and methodologies; integrates concept logically and in a meaningful manner

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4. RESULTS SUMMARY

COMPETENCY PROFICIENCY MATRIX	ACHIEVEMENT LEVEL
LEADING COMPETENCIES	
Strategic Direction and Leadership	Competent
People Management	Competent
Program and Project Management	Basic
Financial Management	Basic
Change Leadership	Basic
Governance Leadership	Competent
OVERALL ACHIEVEMENT FOR LEADING COMPETENCIES	Basic
CORE COMPETENCIES	
Moral Competence	Competent
Planning and Organising	Competent
Analysis and Innovation	Competent
Knowledge & Information Management	Competent
Communication	Competent
Results and Quality Focus	Basic
OVERALL ACHIEVEMENT FOR CORE COMPETENCIES	Competent

OVERALL ACHIEVEMENT LEVEL	Competent

The overall achievement level is based on a demonstration of all the competencies.

*Please note an overall achievement score of Basic falls short of the minimum requirements as stipulated in Notice 583 of Government Gazette 37243, 17 January 2014: Annexure B of "Local Government: Municipal Systems Act (32/2000): Local Government: Regulations on appointment and conditions of employment of senior managers".

The overall achievement level must be considered for offer of remuneration on appointment taking into account matters stipulated in Item 9 of Notice 578, Government Gazette 38946, 1 July 2015: Regulations on Total Remuneration Packages payable to Municipal Managers and Senior Managers in Local Government.

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5. EXECUTIVE SUMMARY

The section provides an overview of the integrated assessment results obtained from the Psychometric Assessments and Competency-Based Assessment. This includes a description of the candidate's self-management; their thinking and working styles; as well as behaviours and preferences associated with their interpersonal and leadership styles.

Please note that Ms Gqoli may have presented herself in a positive light in the personality profile and these results should be read with a degree of caution.

From a stress management perspective, the workplace behaviour assessment suggests that she would not want to work under pressure, and she may be considered rather laid back and not particularly ambitious. She may instead prefer to maintain a sense of work-life balance. Bearing in mind that she presented herself in a positive light in the 15FQ personality profile, these results indicate being inclined to remain even-tempered when under pressure, and that she may have sufficient energy at her disposal to see her through challenging situations. She considers herself fairly resilient in this regard. This contradiction may require further clarification from the candidate. She does however, appear inclined to express frustration or irritability when things are going wrong. During the competency based assessment, she however, maintained her composure and focus on the tasks.

From a moral competence perspective, Ms Gqoli may generally ensure that decisions are reached fairly and impartially, and some consideration may be given to being transparent and open in her interactions with others. However, she seems inclined to question the value of policies and procedures, and she may be hesitant to adhere to them if not convinced that they are useful. However, her tendency to critique rules would not be to the detriment of the organisation. She indicates an awareness of the need to adhere to social norms and expectations, suggesting that she would avoid activities that could be considered detrimental to her reputation or social standing.

Ms Gqoli prefers working within the Pure Operational work environment and this is where she will make her biggest contribution. This indicates a preference for concrete, routine and structured tasks that can be completed by applying familiar rules. Tasks may be completed one at a time and ambiguity may be avoided. Focus is likely to be given to tangible and concrete techniques and goals, and the impact of decisions may be felt immediately to up to three months later. The results indicate an average to above average level of learning potential. When presented with unfamiliar problems, Ms Gqoli seems inclined to apply an unplanned and unsystematic approach to problem solving whereby tasks may be undertaken without bearing in mind the overall objective to be achieved, leading to unnecessary actions being undertaken. She may also respond to uncertainty emotionally rather than logically, and she may work quickly but inaccurately to avoid ambiguity. Solutions may not always be pertinent or useful to the situation at hand. This is likely to detract from a strategic focus in unfamiliar settings. Candidates need to operate comfortably at the Diagnostic Accumulation level of work, and the results suggest that Ms Gqoli may experience difficulty with complex issues outside of her previous experience.

From an interpersonal perspective, Ms Gqoli's profile suggests that she may generally be selective about when or to whom she offers support and empathy, suggesting a preference for maintaining professional distance. However, this may occasionally detract from her

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approachability. According to the 15FQ personality profile, she is extremely inclined to give way to others, and she may avoid conflict. She may also experience difficulty taking charge of situations or asserting her views. The Giotto however, suggests a strongly assertive demeanour to the extent that she may be considered forceful, and this may require clarification from the candidate. She tends to be trusting of others but not naïve about their intentions, and this level of trust is likely to support her integration into a team. She also indicates a strong preference for working in a team, though given the strength of this preference, she may find it difficult to work alone, and she could be dependent on the input of others to make a decision.

She indicates being quite formal and serious in her interactions, and is likely to be self-conscious when placed at the centre of attention, suggesting that she could be hesitant to share her views in debates and discussions. However, emphasis is likely to be placed on expressing her views in a tactful manner.

From a holistic perspective, Ms Gqoli performed at a competent level during the competency based assessments. She indicates a tendency to be conscientious about completing tasks, and seems to have a strong appreciation for team settings.

6. HIGHLIGHTED STRENGTHS AND DEVELOPMENT AREAS

The purpose of this section of the report is to provide comprehensive information about the most significant areas of strength and development areas. The remaining competencies can be discussed in equal depth during the optional feedback session with the candidate.

The information below is based on the individual's results, relative to their own profile – strengths are therefore based on a candidate's top 3 highest scoring competencies to highlight to Municipalities the areas that a candidate can be expected to perform better in.

STRENGTHS	
Knowledge and Information Management	In the competency based assessments, Ms Gqoli indicated that it was necessary to share information with the community on achievements and challenges that were being experienced by the municipality. Imbizos and local newspapers were to be utilised to share these messages as a way of avoiding a breakdown in communication to avert protests from the community. Her tendency to be team focused is likely to enable a collaborative approach when working with the community, particularly as she seems moderately inclined to give others the benefit of the doubt.
People Management	When leading others Ms Gqoli is inclined to negotiate with her team to work towards mutually beneficial outcomes. She may also apply a participative approach whereby she may encourage all team members to share their views so that a consensus decision can be reached. In the competency based assessment attention was given to building the capacity of staff to ensure that they could deliver effective services to the community, and retention was highlighted as being necessary to avert the high turnover. Performance management and staff recognition was suggested as means of creating a high performance culture, and teambuilding and the clarification of roles and responsibilities were suggested to improve morale and relationships with within the municipality. She could however, have also ensured a diverse and representative workforce.

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Governance Leadership	In the competency based assessment Ms- Gqoli highlighted the need to review policies annually to ensure service delivery. She identified challenges in the procurement processes and suggested the need for procurement plans and procurement committees to manage the risks associated with the absence of these controls. Strategic partnerships with other government departments were to be leveraged to gain additional resources for the municipality. However, means to facilitate local economic development and develop infrastructure in the community could have been consistently defined. Bearing in mind the contradiction with regards to her assertiveness, additional clarity maybe required to determine the ease with which she may take a stand on issues when others are not complying with the rules.
DEVELOPMENT AREAS	
Results & Quality Focus	The profiles suggest that Ms Gqoli is inclined to be quite methodical in her approach to tasks with attention being given to delivering work that meets the required standards. In the competency assessments attention was given to defining processes to monitor the outcomes being delivered, and in this regard she highlighted that it was necessary to implement performance management and reporting processes, though such efforts were not applied consistently across the tasks and this detracted from her overall performance on this competency.
Change Management	In the competency based assessment Ms Gqoli emphasised the need to communicate with stakeholders about change initiatives, and she provided suggestions to improve the way that the municipality operated. However, she could have defined explicit change strategies to facilitate change, and buy-in from stakeholders could have been consistently sought. The monitoring of change efforts to determine if they achieved the desired impact was suggested but not across all the tasks. Her cognitive profile suggests that while she may be inclined to generate new ideas in unfamiliar settings, her need for immediate feedback that she is delivering what is expected of her is likely to lead to short-term solutions. In addition, she does not seem particularly confident in her ability to make sense of unstructured and vague information. She also seems to not be particularly hopeful about the outcomes of change, indicating that she may require convincing before being comfortable to commit to a new direction.
Programme & Project Management	From a preference perspective, Ms Gqoli seems inclined to plan ahead and ensure that tasks are completed in a methodical manner. However, her project management skills were not consistently demonstrated in the competency based assessment wherein she could have implemented measures to actively track activities across all the tasks, and resources could have been consistently allocated to achieve the desired outcomes. Tasks could have been allocated to responsible parties, and budgets could have been formulated to ensure that tasks could be made operational. She highlighted that deadlines should be defined for tasks, though this tended to be addressed theoretically as opposed to applying practically. However, she showed an appreciation for addressing and managing community expectations.

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ASSESSOR	
Name	Dilnaaz Karim
Registration Category	Industrial Psychologist
Registration Number	PS 0070483
Date	10 November 2017
Signature	

QUALITY ASSURER	
Name	Nadia Rörich
Registration Category	Independent Psychometrist
Registration Number	PMT 0089907
Date	13 November 2017
Signature	

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THABO MOFUTSANYANA *District Municipality*

STREET, OLD PARLIAMENT BUILDING, PRIVATE BAG X810, WITSIESHOEK 9870, SOUTH AFRICA
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OFFICE OF THE MUNICIPAL MANAGER

ANNEXURE "B"

- **Code of Conduct**

THABO MOFUTSANYANA *District Municipality*

CODE OF CONDUCT

SCHEDULE 2

CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

1. Definitions

In this Schedule **"partner"** means a person who permanently lives with another person in a manner as if married.

2. General conduct

A staff member of a municipality must at all times—

(*a*) Loyally execute the lawful policies of the municipal council;
(*b*) Perform the functions of office in good faith, diligently, honestly and in a transparent manner;
(*c*) Act in such a way that the spirit, purport and objects of section 50 are promoted;
(*d*) Act in the best interest of the municipality and in such a way that the credibility and integrity Of the municipality are not compromised; and
(*e*) Act impartially and treat all people, including other staff members, equally without favour or Prejudice.

3. Commitment to serving the public interest

A staff member of a municipality is a public servant in a developmental local system, and must Accordingly—

(*a*) Implement the provisions of section 50 (2);
(*b*) Foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
(*c*) Promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
(*d*) obtain copies of or information about the municipality's integrated development plan, and as far as possible within the ambit of the staff member's job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;

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(*e*) Participate in the overall performance management system for the municipality, as well as the staff member's individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

4. Personal gain

(1) A staff member of a municipality may not—
(*a*) use the position or privileges of a staff member, or confidential information obtained as a Staff member, for private gain or to improperly benefit another person; or
(*b*) Take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.
(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not—
(*a*) Be a party to a contract for—
(i) The provision of goods or services to the municipality; or
(ii) The performance of any work for the municipality otherwise than as a staff member;
(*b*) Obtain a financial interest in any business of the municipality; or
(*c*) Be engaged in any business, trade or profession other than the work of the municipality.

4. Disclosure of benefits

(1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member acquired or stands to acquire any direct benefit from a contract concluded with the municipality must disclose in writing full particulars of the benefit to the council.
(2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

5. Unauthorised disclosure of information

(1) A staff member of a municipality may not without permission discloses any privileged or confidential information obtain as a staff member of the municipality to an unauthorised person.

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(2) For the purpose of this item "privileged or confidential information" includes any information—
(*a*) Determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
(*b*) Discussed in closed session by the council or a committee of the council;
(*C*) disclosure of which would violate a person's right to privacy; or
(*d*) Declared to be privileged, confidential or secret in terms of any law.

(3) This item does not derogate from a person's right of access to information in terms of national Legislation.

6. Undue influence

A staff member of a municipality may not—
(*a*) unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a councillor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;
(*b*) Mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
(*c*) Be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

7. Rewards, gifts and favours

(1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for—
(*a*) Persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
(*b*) Making a representation to the council, or any structure or functionary of the council;
(*c*) Disclosing any privileged or confidential information; or
(*d*) Doing or not doing anything within that staff member's powers or duties.
(2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of sub item (1).

8. Council property

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A staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.

9. Payment of arrears

A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from a staff member's salary after this period.

10. Participation in elections

A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

11. Sexual harassment

A staff member of a municipality may not embark on any action amounting to sexual harassment.

12. Reporting duty of staff members

Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.

13. Breaches of Code

Breaches of this Code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(*h*) of this Act.

14A. Disciplinary steps

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(1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member Who has been found guilty of such a breach?

(2) Such other disciplinary steps may include—
(*a*) Suspension without pay for any longer than three months;
(*b*) Demotion;
(*c*) Transfer to another post;
(*d*) Reduction in salary, allowances or other benefits; or
(*e*) An appropriate fine.

T.L NLG TPM

THABO MOFUTSANYANA *District Municipality*

STREET, OLD PARLIAMENT BUILDING, PRIVATE BAG X810, WITSIESHOEK 9870, SOUTH AFRICA
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OFFICE OF THE MUNICIPAL MANAGER

ANNEXURE "C"

- **Financial Disclosure Form**

FINANCIAL DISCLOSURE FORM

FINANCIAL DISCLOSURE FORM(CONFIDENTIAL)

I, the undersigned Noloyiso Letitia Gqoli

_____at Thabo Mofutsanyana District Local Municipality hereby certify that the following information is complete and correct to the best of my knowledge:

1. Shares and other financial interests (Not bank accounts with financial institutions)
*See information sheet: Note **(1)***

Number of shares / extent of financial interest Nature Nominal Value Name of Company or entity

NONE

Number of shared value or extent of financial interest	Nature	Nominal value	Company
1.			
2.			
3.			
4.			
5.			

NONE

2. Directorships and Partnerships
*See information sheet: Note **(2)***

NONE

Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or Income

NONE

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1. **Remunerated work outside the Municipality** (As sanctioned by Council) NONE

Name of Employer	Type of work	Amount of Remuneration or Income	Council sanction confirmed: **Resolution**

NONE

*See information sheet: Note **(3)***

CONFIDENTIAL

2. **Consultancies and retailer ships** NONE

Name of client	Nature	Type of business activity	Value of benefits received

NONE

*See information sheet: Note **(4)***

5. Sponsorships
*See information sheet: Note **(5)*** NONE

Source of sponsorship	Description of sponsorship	Value of sponsorship

NONE

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3. Gifts and hospitality from a source other than a family member NONE

Gift or Hospitality	Description	Value

NONE

*See information sheet: Note **(6)***

Description	Value	Source

NONE

7. Land and property

*See information sheet: Note **(7)***

Description	Extent	Area Value
RESIDENTIAL PROPERTY	SWS	R1 000 000

26/07/2021

SIGNATURE OF EMPLOYEE **DATE**

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OATH/AFFIRMATION

1. 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:

   (i) Do you know and understand the contents of the declaration?
   Answer: Yes

   (ii) Do you have any objection to taking the prescribed oath or affirmation?
   Answer: No

   (iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?
   Answer: Yes

2. 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.

Commissioner of Oath /Justice of the Peace

Full first names and surname: Mmopuleki William Tshabalala
(Block letters)

Designation(rank): W/O

Ex Officio Republic of South Africa

Street address of institution: Elizabeth Ross Str

Date: 20210726 Place: Phuthaditjhaba

CONTENTS NOTED: MUNICIPAL MANAGER.....

DATE: 26/07/2021

SUID-AFRIKAANSE POLISIEDIENS
REKENPLIGTIG PHUTHADITJHABA
STATION COMMANDER
2021-07-26
ACCOUNTING:
PHUTHADITJHABA
SOUTH AFRICAN POLICE SERVICE

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CONFIDENTIAL

INFORMATION SHEET FOR THE GENERIC FINANCIAL DISCLOSURE FORM

The following notes are a guide to assist with completing the Financial Disclosure form (Annexure E):

NOTE 1: Shares and other financial interests

Designated employees are required to disclose the following details with regard to shares and other financial interests held in any private or public company or any other corporate entity recognised by law:

• The number, nature and nominal value of shares of any type;
• The nature and value of any other financial interests held in any private or public company or any other corporate entity; and
• The name of that entity.

NOTE 2: Directorships and partnerships

Designated employees are required to disclose the following details with regard to directorships and partnerships:

- The name and type of business activity of the corporate entity or partnership/s; and the amount of any remuneration received for such directorship or partnership/s.
- Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.
- Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

NOTE 3: Remunerated work outside the Municipality (As sanctioned by Council)

Designated employees are required to disclose the following details with regard to Remunerated work outside the public service:

• The type of work;
• The name and type of business activity of the employer; and
• The amount of the remuneration received for such work.

Remuneration means the receipt of benefits in cash or kind, and work means rendering a service for which the person receives remuneration.

NOTE 4: Consultancies and retailer ship

Designated employees are required to disclose the following details with regard to Consultancies and retailer ship:

• The nature of the consultancy or retailer ship of any kind;
• The name and type of business activity, of the client concerned; and
• The value of any benefits received for such consultancy or retailer ship.

NOTE 5: Sponsorships

Designated employees are required to disclose the following details with regard to Sponsorships:

• The source of the sponsorship;
• The description of the sponsorship; and
• The value of the sponsorship.

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NOTE 6: Gifts and hospitality from a source other than a family member

Designated employees are required to disclose the following details with regard to Gifts and hospitality:

- A description and the value and source of a gift with a value in excess of R350.00;
- A description and the value of gifts from a single source which cumulatively Exceed the value of R350.00 in the relevant 12-months period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantages that they received from any source e.g. any discount prices or rates that are not available to the general public. All personal gifts within the family and hospitality of a traditional or cultural nature need not be disclosed.

NOTE 7: Land and Property

Designated employees are required to disclose the following details with regard to their ownership and other interests in land and property (residential or otherwise both inside and outside the Republic):

- A description of the land or property;
- The extent of the land or property;
- The area in which it is situated; and
- The value of the interest.

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