



**PERFORMANCE CONTRACT**

**2022/23**

**CHIEF FINANCIAL OFFICER**

S.S.K



**PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN:**

**MANDENI LOCAL MUNICIPALITY**

**AS REPRESENTED BY THE MUNICIPAL MANAGER**

**MR. SIZWE GOODMAN KHUZWAYO**

**(herein and after referred as Employer)**

**AND**

**DIRECTOR:**

**MS NONKULULEKO NOZIPHO MNGOMEZULU**

**(herein and after referred as Employee)**

**FOR THE**

**FINANCIAL YEAR: 01 JULY 2022 - 30 JUNE 2023**



## PERFORMANCE AGREEMENT

### ENTERED INTO AND BETWEEN:

Mandeni Local Municipality herein represent by **Mr Sizwe Goodman Khuzwayo** in his capacity as Municipal Manager (hereinafter referred to as the Employer or Accounting Officer) and **Ms Nonkululeko Nozipho Mngomezulu** of the Mandeni Local Municipality (hereinafter referred to as the Employee) as the Chief Financial Officer.

### 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 Acts 32 of 2000 ("the System 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 to conclude an annual performance Agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.
- 1.5 In the Agreement the following terms will have the meaning ascribed thereto:
  - 1.5.1 this Agreement- means the performance agreement between the Employer and the Employee and the Annexures thereto;
  - 1.5.2 'the Municipal Manager- means the Municipal Manager of the Municipality appointed in terms of Section 54 (a) of the Local Government: Municipal Systems Act;
  - 1.5.3 the Employee- means the manager appointed in terms of Section 57 of the Systems Act;
  - 1.5.4 the Employer- means Mandeni Municipality; and
  - 1.5.5 the Parties- means the Employer and Employee.



## 2. PURPOSE OF THIS AGREEMENT

The Purpose of this Agreement is to -

- 2.1 Comply with the provisions of Sections 57(1) (b), 4(A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and /or to assess whether the Employee has met the performance expectations applicable to his/her job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

## 3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2022** and will remain in force until **30 June 2023** thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at anytime during the abovementioned 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 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 and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weighting
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in Terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

#### **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 Employer.
- 5.2 The Employee accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Employer, management, and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standard that will be included in the Performance Management System as applicable to the Employee.

#### **6 The Employee agrees to participate in the Performance Management and Development System that the Employer adopts**

- 6.1 The Employee undertakes to actively focus towards the promotion and implementation of KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.



6.2 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.

6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Managerial Competencies (CMC's) respectively.

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

6.2.3 KPA's covering the main areas of work will account for 80% and CMC's will account 20% of the final assessment.

6.3 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.

KEY PERFORMANCE AREAS (KPA'S) 80%	WEIGHTING
Basic Service Delivery	0
Good Governance and Public Participation	20
Community and Social Services Development	0
Local Economic Development (LED)	0
Municipal Financial Viability and Management	60
Municipal Institutional Development and Transformation	20
Spatial Rational and Environmental Management/ Cross Cutting Measures	0
<b>Total</b>	<b>100%</b>

6.4 **Core competency Framework Structure**

The CMCs will make the other 20% of the Employee's assessment score. CMC's 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:

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR's) 20%		
CORE MANAGEMENT CRITERIA (CMC)	√	WEIGHT %
1. Strategic Capability & Leadership	√	10
2. Programme & Project Management	√	15
3. <b>Financial Management (Compulsory)</b>	√	15





4. Change Management		
5. Knowledge Management		
6. Service Delivery Innovation	√	10
7. Problem Solving & Analysis	√	10
<b>8. People Management &amp; Empowerment (Compulsory)</b>	√	15
<b>9. Client Orientation &amp; Customer Focus (Compulsory)</b>	√	15
<b>10. Communication</b>	√	10
<b>11. Honesty &amp; Integrity</b>		
<b>TOTAL</b>		<b>100%</b>
<b>CORE OCCUPATIONAL COMPETENCY (COC)</b>	√	<b>WEIGHT</b>
1. Competence in Self-Management	√	10
2. Interpretation of and implementation within the legislation and national policy framework	√	10
3. Knowledge of developmental local government	√	10
4. Knowledge of Performance Management & Reporting	√	10
5. Knowledge of global & South African specific political, social and economic contexts	√	10
6. Competency on policy conceptualisation, analysis and implementation	√	5
7. Knowledge of more than one functional municipal fields/discipline	√	10
8. Skills in mediation		10
9. Skills in governance	√	5
10. Competence as required by other national line sector departments	√	10
11. Exceptional and dynamic creativity to improve the functioning of the municipality	√	10
<b>TOTAL</b>		<b>100%</b>

**7. EVALUATING PERFORMANCE**

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

7.1.1 The standards and procedures for evaluating Employee's performance; and

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

7.2 Despite the establishment of 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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7.3 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.

7.4 The Employee’s performance will be measured in terms of contributions to the goals and strategies set out in the Employer’s IDP.

7.5 The annual performance appraisal will involve:

7.5.1 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.

7.5.2 Assessment of the CMC’s

- (a) Each CMC 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 CMC.
- (c) The applicable assessment rating calculator (refer to Paragraph 6.5.1) must then be used to add the scores and calculate a final CMC score.

7.5.3 Overall Rating

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

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA’s, CMC’s and COC’s:

LEVEL	TERMINOLOGY	DESCRIPTION
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicate that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the Performance Agreement and Performance Plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above	Performance is significantly higher than the standard expected in the job. The





LEVEL	TERMINOLOGY	DESCRIPTION
	expectations	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 Performance Agreement 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 indicate that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the Performance Agreement and Performance Plan.
1	Unacceptable Performance	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the Performance Agreement and Performance Plan .The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

7.7 For purpose of evaluating the performance of the Employee for the **Mid-Year** and **Year-End** reviews, an evaluation panel constituted by the following persons will be established-

- 7.7.1 The Municipal Manager
- 7.7.2 Member of the Executive Committee;
- 7.7.3 Chairperson of the Audit / Performance Audit Committee;
- 7.7.4 Municipal Manager from another Municipality.
- 7.7.5 Performance Management Manager: Secretariat
- 7.7.6 Human Resources Manager: Secretariat

**8. SCHEDULE FOR PERFORMANCE REVIEWS**

8.1 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	REVIEW PERIOD	REVIEWS TO BE DONE BY
1	July – September 2022	31 October 2022

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2	October – December 2022	28 February 2023
3	January – March 2023	30 April 2023
4	April – June 2023	30 September 2023

- 8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 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.
- 8.5 The Employer may amend the provisions of Annexure A whenever the Performance Management System is adopted, implemented, and /or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

## 9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing development gaps is attached as Annexure A. Such Plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any change is made.

## 10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall:

- 10.1.1 Create an enabling environment to facilitate effective performance by the Employee;
- 10.1.2 Provide access to skills development and capacity building opportunities;
- 10.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.1.4 On the request of the Employee delegates such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in term of this Agreement; and
- 10.1.5 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.



**11. CONSULTATION**

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

11.1.1 A direct effect on the performance of any of the Employee’s functions;

11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
129% and below	Compulsory Performance Counselling

11.1.3 A substantial financial effect on the Employer.

11.2 The employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

**12. PERFORMANCE BONUS**

In accordance with regulation 32, a performance bonus, based on affordability, may be paid to the employee after-

12.1 The Annual Report for the financial year under review has been tabled and adopted by the Municipal Council

12.2 An evaluation of performance in accordance with the provisions of regulation.

12.3 Approval of such evaluation by the Municipal Council as a reward for outstanding performance.

**12.4 AWARDING PERFORMANCE BONUS**

The following table will be used to determine payment of performance bonus to performance contract employee:

**13 MANAGEMENT OF EVALUATION OUTCOMES**

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- 13.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 13.2 A performance bonus of 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 13.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of least twelve months (12) service at current remuneration package 30 June (end of financial year) subject to a fully effective assessment.
- 13.4 In the case of unacceptable performance, the Employer shall-
- 13.4.1 Provide systematic remedial of development support to assist the Employee to improve his or her performance; and
- 13.4.2 After appropriate performance and 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.

## 14 DISPUTE RESOLUTION

- 14.1 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 –
- 14.1.1 The MEC for Corporate Governance and Traditional Affairs within thirty (30) days of receipt of a formal dispute from the Employee; or
- 14.1.2 Any other person appointed by the MEC.
- 14.1.3 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

## 15. GENERAL

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

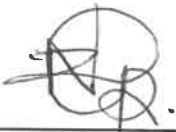


15.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

Thus done and signed at Mondeni on this the 27 day of July (Month) 2022 (Year)

**AS WITNESSES:**

1. \_\_\_\_\_

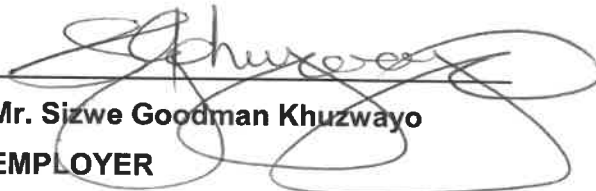
  
\_\_\_\_\_

**Ms Nonkululeko Nozipho Mngomezulu  
EMPLOYEE**

2. \_\_\_\_\_

**AS WITNESSES:**

1. \_\_\_\_\_

  
\_\_\_\_\_

**Mr. Sizwe Goodman Khuzwayo  
EMPLOYER**

2. \_\_\_\_\_

## PERFORMANCE PLAN

Period Under Review	2022/23
Surname	Mngomezulu
Name	Nonkululeko Nozipho
Municipality	Mandeni Local Municipality
Designation / Department	Chief Financial Officer: Budget and Treasury
Race	African
Gender	Female
Employee Number	1545
Date Of Appointment	01 April 2019
Salary Package	

KEY PERFORMANCE AREAS (KPA'S) 80%		✓	WEIGHTING
Basic Service Delivery		✓	5
Good Governance and Public Participation		✓	20
Community and Social Services Development			0
Local Economic Development (LED)		✓	10
Municipal Financial Viability and Management		✓	50
Municipal Institutional Development and Transformation		✓	15
Spatial Rational and Environmental Management / Cross Cutting Measures			0
<b>Total</b>			<b>100%</b>

The annual performance appraisal involves the assessment of the achievement of results of the KRA's, CMC's and COC's in accordance with the five-point scale of (1-5).

The following annual management review on **Key Performance Areas (KPA)**, **Core Management Criteria (CMC)** and **Core Occupational Competencies (COC)** agreed to in each manager performance agreement has to be completed.

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## CORE COMPETENCY FRAMEWORK

The performance of Section 57 Managers should be assessed in terms of Core Competency Requirements (CCRs) as required by the Regulations of Section 57 Managers. These competencies describe general managerial and occupational skills. The assessment of these competencies will account for **twenty percent** of the total employee assessment score. The bold CCR's are compulsory for all managers.

<b>CORE MANAGERIAL SKILL</b>	<b>CORE MANAGERIAL SKILL</b>
1. Strategic Capability & Leadership	Skills to be able to provide a vision, set the direction for the municipality or department and inspire others in order to deliver on the municipality's mandate
2. Programme & Project Management	Skills to enable the individual to plan, manage, monitor and evaluate specific activities in order to ensure that policies are implemented and that local government objectives are achieved
<b>3. Financial Management (Compulsory)</b>	Skills required to manage projects and/or department work within the constraints of a budget. This includes being able to plan a budget at the beginning of the financial year, controlling costs throughout the year by allocating resources appropriately and understanding and anticipating the impact of other departments on own budget and adopting where necessary.
4. Change Management	Skills to initiate and support municipal transformation and change in order to implement new initiatives successfully and deliver on service delivery commitments
5. Knowledge Management	Skills to be 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
6. Service Delivery Innovation	Skills to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives
7. Problem Solving & Analysis	Skill to critically analyse 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



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<p><b>8. People Management &amp; Empowerment (Compulsory)</b></p>	<p>Skills to manage and encourage people, optimise their outputs and effectively manage relationships. This includes holding regular meetings with his/ her team so that information can be shared and so that the team is aware of decisions that may affect them. It also involves distributing workloads so that individual skills are used appropriately and so that the work is evenly spread, making sure that the team has the necessary tools and resources in order to do their work and motivating the team so that they are committed to achieving the goals of the department and ultimately the municipality</p>
<p><b>9. Client Orientation &amp; Customer Focus (Compulsory)</b></p>	<p>Whether providing a service to an internal or external customer this means trying to determine the needs of the customer and then meeting those needs. At a minimum employees are required to react to queries, keeping promises, being honest in all their dealings, adhering to policies, procedures and delegations, keeping the client up to date, being friendly and helpful and solving problems quickly and without argument. Ideally managers are required to be proactive by trying to understand needs of the customer and providing an appropriate service based on these underlying needs</p>
<p>10. Communication</p>	<p>Skills to be able to exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the desired outcomes.</p>
<p>11. Honesty &amp; Integrity</p>	<p>Skill to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence</p>

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ACHIEVEMENT LEVELS AND DESCRIPTION

<b>LEVEL</b>	<b>DESCRIPTION</b>
<b>Basic</b>	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
<b>Competent</b>	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
<b>Advanced</b>	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses
<b>Superior</b>	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

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**CORE MANAGEMENT CRITERIA**

CORE MANAGEMENT CRITERIA (CMC)	WEIGHT %	LEVEL	OWN RATING (BY MANAGER) (1-5)	RATING BY PANEL MEMBER (1-5)
1. Strategic Capability & Leadership	20			
2. Programme & Project Management	10			
<b>3. Financial Management (Compulsory)</b>	20			
4. Change Management	0			
5. Knowledge Management	0			
6. Service Delivery Innovation	0			
7. Problem Solving & Analysis	10			
<b>8. People Management &amp; Empowerment (Compulsory)</b>	20			
<b>9. Client Orientation &amp; Customer Focus (Compulsory)</b>	20			
10. Communication	0			
11. Honesty & Integrity	0			
<b>TOTAL</b>	<b>100%</b>			

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**CORE OCCUPATIONAL COMPETENCY**

CORE OCCUPATIONAL COMPETENCY	WEIGHT %	LEVEL	OWN RATING (BY MANAGER) (1-5)	RATING BY PANEL MEMBER (1-5)
1. Competence in Self-Management				
2. Interpretation of and implementation within the legislation and national policy framework				
3. Knowledge of developmental local government				
4. Knowledge of Performance Management & Reporting				
5. Knowledge of global & South African specific political, social and economic contexts				
6. Competency on policy conceptualisation, analysis and implementation				
7. Knowledge of more than one functional municipal fields/discipline				
8. Skills in mediation				
9. Skills in governance				
10. Competence as required by other national line sector departments				
11. Exceptional and dynamic creativity to improve the functioning of the municipality				
<b>TOTAL</b>	<b>100%</b>			

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KPA	(A) SUB-TOTAL	(B) % OF ASSESSMENT	(AXB) TOTAL SCORE
KRA(Key Result Area)		80%	
CC(Conduct Criteria)		20%	
(C)FINAL SCORE			
FINAL SCORE IN PERCENTAGE (C/5X100)			%

SIGNATURES OF MEMBERS OF THE EVALUATION PANEL

Chairperson : \_\_\_\_\_

Member : \_\_\_\_\_

Member : \_\_\_\_\_

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PERSONAL DEVELOPMENT PLAN

AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE	PERFORMANCE REVIEW FOR PDP		
			PROGRESS	BARRIERS	ACTIONS TO OVERCOME BARRIERS
Financial Reporting	Caseware Tr.	31 March 2023			
N/A					
N/A					
N/A					

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**AGREEMENT TO PERFORMANCE DEVELOPMENT PLAN**

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:** [Signature]  
**(Name of Manager:** Noziphe N. Mgomezulu  
**Date:** \_\_\_\_\_

I undertake to support NN. Mgomezulu (name of Manager) with the achievement of the above Performance and Development Plan

**SIGNATURE:** [Signature]  
**Name of Reporting Officer:** SIZWE S. KHUZWAYO  
**Date:** \_\_\_\_\_

**FEEDBACK ON INFORMAL QUARTERLY REVIEW:**

**FEED BACK FROM REPORTING OFFICER:**.....  
 .....  
 .....

**Signature of Reporting Officer**  
**Date:**

**Signature of Manager**  
**Date:**

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**FINANCIAL DISCLOSURE**

I, the undersigned Surname and Initials) **Mngomezulu, N N**

(Postal Address) **FLAT 10**

(Residential Address) **No. 1024, Naude Lane, Umtwetweni 4234**

(Position Held) **CHIEF FINANCIAL OFFICER: BUDGET AND TREASURY**

(Name of Municipality) **MANDENI LOCAL MUNICIPALITY (KZN 291)**

Tel: 032 456 8207..... Fax: 032 456 2504.....

**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)**

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


**3. Remunerated work outside the Municipality (Must be sanctioned by Council)**

Name of Employer	Type of work	Amount of Remuneration or Income
Wilmote Group	Clothing	±R70 000

**4. Consultancies and Retainerships**

Name of client	Nature	Type of business activity	Value of benefits received
AMC COOKWARE		DSA	±R100 000
Forever Living		DSA	±R 50 000
JUSTINE			±R 20 000
CRYPTO Investment /faex		Investment	± 50 000



5. Sponsorships

Source of assistance/sponsorship	Description of sponsorship	Value of sponsorship
None		

6. Gifts and hospitality from a source rather than a family member

Description	Value	Source
None		

7. Land and property

Description	Extent	Area	Value
Flat 10 Lot 1034		Umketweni	R 750 000
D C Ocean View Villas		Port Edward	R 400 000


 SIGNATURE OF SENIOR MANAGER/MANAGER

DATE: 27/07/2022

PLACE: Mordani

Signature of Municipal Manager or Designate:  Date: 27/07/2022

**CONFIDENTIAL**

**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?

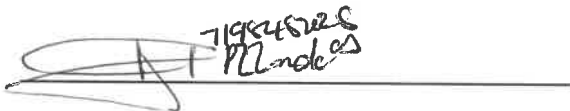
Answer Yes



\_\_\_\_\_  
**THE DEPONENT**

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**

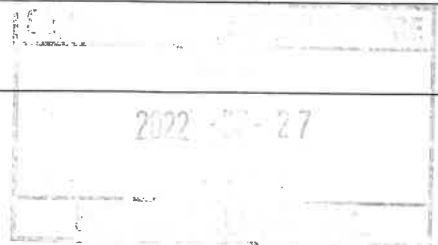
Full first names and surname: PENELOPE ZOMPHE ZONDO (Block letters)

Designation (rank): CONSTABLE Ex Officio Republic of South Africa

Street 29 HONG ROAD address MANDENI of \_\_\_\_\_ institution:

Date: 2022-07-27

Place: MANDENI SAPS

  
**CONTENTS NOTED: MUNICIPAL MANAGER**

DATE: 27/07/2022



## CODE OF CONDUCT

### 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 of the Local Government: Municipal Systems Act, Act 32 of 2000 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); of the Local Government: Municipal Systems Act, Act 32 of 2000;
- (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;
- (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 maximize 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.

#### 5. **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.

#### 6. **Unauthorised disclosure of information**

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

(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.

#### 7. **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;

INITIALS *S.S.K*

A handwritten signature or mark, possibly initials, enclosed in a circle.



- (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.

#### 8. **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 subitem (1).

#### 9. **Council property**

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.

#### 10. **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.

#### 11. **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.

#### 12. **Sexual harassment**

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

**13 . 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.

**14 . 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

**14 A. Disciplinary steps**

(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 no longer than three months;
- (b) demotion;
- (c) transfer to another post;
- (d) reduction in salary, allowances or other benefits; or
- (e) an appropriate fine.

EMPLOYEE SIGNATURE

Nozipho N. Mgomezulu

PRINT NAME

EMPLOYER SIGNATURE

SIZWE S. KHUZWAYO

PRINT NAME

INITIALS

S.S.K

