

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

EXECUTIVE MAYOR:

CLLR F. MAKGATHO

AND

MUNICIPAL MANAGER

MAANDA PRINGLE RAEDANI

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2020 TO 30 JUNE 2021

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PERFOMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

MOGALE CITY LOCAL MUNICIPALITY herein represented by Clir. F. Makgatho as the Executive Mayor (hereinafter referred to as the Employer or Supervisor)

And

Maanda Pringle Raedani as the Municipal Manager (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 "the Parties".
- 1.2 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.
 - 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B), 57(C) and 57(5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 Comply with 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 Management Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;

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- 2.5 Use the Performance Management Agreement and Performance Management Plan as the basis for assessing whether the employee has met the performance expectations applicable to his 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 2020 and will remain in force until 30 JUNE 2021; where after a new Performance Management Agreement, Performance Management Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- The parties will review the provisions of the Agreement during February each year. The parties will conclude a new Performance Management Agreement and Performance Management Plan that replaces this Agreement at least once a year by not later 31 July.
- 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 and

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the Budget of the Employer, and shall include key objectives; key performance indicators; target and weightings.

- 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 within which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 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.
- 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 standards 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

- 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.
- 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 (KPAs) and the Competency Requirements (Leading & Core) (CRs) respectively.
 - 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

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- 6.2.3 KPAs covering the main areas of work will account for 80% weighting and CRs will account for 20& weighting of the final assessment.
- 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 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee:

Key Performance Areas (KPA's)	Weighting %
Good Governance & Public Participation	20%
Financial Viability	35%
Municipal Transformation and Organizational Development	5%
Service Delivery and Infrastructure Development	30%
Local Economic Development	10%
TOTAL	100%

6.4 The Leading & Core Competencies will make up the other 20% of the Employee's assessment score. The competency framework consists of six (6) leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.

The six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level

LEADING COMPETENCY F	REQUIREMENTS	WEIGHTS %
Strategic Direction and Leadership	 Impact and influence Institutional Performance Management Strategic Planning and Management Organizational Awareness 	10
People Management & Empowerment	 Human Capital Planning & Development Diversity Management Employee Relations Management Negotiation and Dispute Management 	10
Program & Project Management	 Program & Project Planning and Implementation Service Delivery Management Program & Project Monitoring & Evaluation 	20
Financial Management	Budget Planning & Execution	20

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LEADING COMPETENCY	REQUIREMENTS	WEIGHTS %
	Financial Strategy & DeliveryFinancial Reporting & Monitoring	
Change Leadership	 Financial Reporting & Monitoring Change Vision & Strategy Process Design & Improvement Change Impact Monitoring & Evaluation 	20
Governance Leadership	 Policy Formulation Risk and Compliance Management Cooperative Governance 	20
COF	E COMPETENCIES	
	Moral Competence	
	Planning and Organizing Analysis and Innovation	<u> </u>
	4	
Knowled	_	
	Communication	
	Result and Quality Focus	
TOTAL		100 %

7 EVALUATING PERFORMANCE

- 7.1 The Performance Management Plan (Annexure A) to this Agreement sets out-
 - 7.1.1 The standards and procedures for evaluating the Employee's performance; and
 - 7.1.2 The intervals for the evaluation of the Employee's performance.
- 7.2 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.
- 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:

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- (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 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 must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met;
- (b) An indicative rating on the five-point scale should be provided for each CR;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final CR score.

7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator.

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

Overall Performance	Rating	Performance Score
Unacceptable Performance		
Performance does not meet the standard expected for the job. The employee has failed to demonstrate the commitment level expected in the job despite management efforts to encourage improvement.	1	59% and below
Performance Not Fully Effective		
Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job.	2	60 – 69 %
Performance Fully Effective		
Performance fully meets the standards expected in all	3	70 – 79 %

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Overall Performance	Rating	Performance Score
areas of the job		
Performance Significantly Above Expectations / Exceptional Performance Performance is significantly higher than the standard	4	80 – 89 %
expected in the job. Outstanding Performance		
Performance far exceeds the standard expected of an employee at this level.	5	90 – 100 %

- 7.7 For purposes of evaluating the annual performance of managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established
 - (i) Executive Mayor or Mayor;
 - (ii) Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
 - (iii) Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
 - (iv) Mayor and/or municipal manager from another municipality; and
 - (v) Member of a ward committee as nominated by the Executive Mayor or Mayor.

8 SCHEDULES FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or 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	Timeline	Date of the Review
First Quarter	July – September 2020	October 2020
Second Quarter	October – December 2020	January 2021
Third Quarter	January – March 2021	April 2021
Fourth Quarter	April – June 2021	n/a

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- 8.2 The Employer shall keep a record of all formal and informal reviews, including the midyear review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 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.
- 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 developmental gaps is attached as Annexure B.

10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer shall:-
 - 10.1. 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 my impact on the performance of the Employee;
 - 10.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and
 - 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 –

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- 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
- 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. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

		Performance Rating	Bonus Amount
1.	0% - 59%	Performance Unacceptable	0% of total package
2.	60% - 69%	Performance Not Fully Effective	
3.	70% - 79%	Performance Fully Effective	Remuneration Progression
4.	80% - 89%	Performance Significantly Above	Remuneration Progression
		Expectations/ Exceptional Performance	● 5% - 9% of Total Package
5.	90% - 100%	Outstanding Performance	Remuneration Progression
			• 10% - 14% of total package

- 12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) subject to a fully effective performance assessment results and above.
- 12.4 In the case of unacceptable performance, the Employer shall -
 - 12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 12.4.2 After appropriate counseling 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.

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13. DISPUTE RESOLUTION

- 13.1 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 provide for, shall be mediated by
 - 13.1.1 The Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 13.1.2 Any other person appointed by the Executive Mayor.
- 13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14 GENERAL

- 14.1 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.
- 14.2 Nothing in this agreement diminished 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 KRUGERS DORP on this th	ne 31st day of July 2020
AS WITNESSES:	
1. Mark	MUNICIPAL MANAGER (EMPLOYEE)
Thus done and signed at KRUSKISTORP on this th	ne .31th day of July 2020
AS WITNESSES:	, 1 ,
1. Agneke	HM akeanho
2. Fredere	EXECUTIVE MAYOR

KPI
Implementation of the strategic focus of the municipality as outlined within the Revised IDP 2019/2019 Section 3
No. of Individual Performance Management
Agreements signed with S56 Managers by 31 July 2020 and with the Manager: SS by 31 August 2020
Development of Personal Development
Plans (PDPs) for Senior Managers



			1= 59% and below implementation of the SDBIP	
			2= 60-69% implementation of the SDBIP	
Program and Project Management	10	Service Delivery Management	3= 70-79% implementation of the SDBIP 4= 80-89% implementation of the SDBIP	Annual Performance Report 2020/21
			5= 90-100% implementation of the SDBIP	
			1= 8% unauthorised expenditure	
			2= 6% unauthorised expenditure	
		3= 0 % unare % Negative Variance on operational budget expenditure	3= 0 % unauthorised expenditure	1 July 2020 to 30 June 2021 In year
i		spent	4= 5% savings	monitoring report
Financial Management			5= 10% savings	
			1= 92% Spent	
			2= 94% Spent	1 July 2020 to 30
	-01	% of funded capital budget spent at the	3= 96% Spent	June 2021 In year
		end of infancial year	4= 98% Spent	monitoring report
			5= 100% Spent	
			1= 2 meetings	Agenda and
			2= 3 meetings	Attendance Register
Change Leadership	10	Communication to senior managers	3= 4 meetings	EXCO and Other
			4= 5 meetings	Levels of
			5= 6 meetings	Management
			1=59% and Below	
			submission of comments	
			2=60-69% submission of comments within timeframe	Revised and
				Darmand Bolinian

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vs Policies submitted to Council in the 2020/2021 financial year for Approval				Dashboard Risk Management Reports from M&E		
3=70-79% submission of comments within timeframe 4=80-89% submission of comments within timeframe	Set 5=90-100% submission of comments within timeframe	1=59% and Below implementation of strategic risk mitigation measures	2=60-69% implementation of strategic risk mitigation measures	3=70-79 % implementation of strategic risk mitigation measures	4=80-89 % implementation of strategic risk mitigation measures	5=90 - 100% implementation of strategic risk mitigation measures
Revision and Development of Policies				% Implementation of the annual risk management implementation plan		
0				10		
		or Constant				

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Signed By the Municipal Manager	Maanda Pringle Raedani	Date: 3 107 2020 /	Approved by the Executive Mayor	Clir F. Makgath o K かられられ	Date: $3/10/17040^{3}$	

SURNAME	RAEDANI		NAME	MAANDA PRINGLE		
POSITION	MUNICIPAL MANAGER	IAGER	REPORT TO	EXECUTIVE MAYOR	æ	
SALARY LEVEL		•	SALARY BAND	956		
DEPARTMENT	MM		FINANCIAL YEAR	2020/2021	Michael address and des	
Competency area to be developed	Specific Competency development indicators objectives (what (evidence of to achieve) development	Competency indicators (evidence of development)	Development activities (self-study, on-the-job, formal-dates and cost)	Support required (e.g. coaching)	Development review and assessment: Training provider	Sign-off review and assessment (Individual, Expert Trainer & Coach)
Change Management	 Change Vision & Strategy Process Design & Improvement Change Impact Monitoring & Evaluation 	Portfolio of evidence as required by the Training institution.	Short course	Training through a service provider	Service provider to be appointed.	Trainer
EMPLOYEE	M Jack	070	EXECUTIVE MAYOR'S SIGNATURE	3) 60 seco	DATE	



Outcome 9:	Responsive, a	accountable, ef	Outcome 9: Responsive, accountable, effective and efficient local government system Ruilding a professional, capable, citizen-focused public service (NDP Chapter 13)	government syst IDP Chapter 13)	ш					
Strategic gc	sal: To ensure	accountable gc	Strategic goal: To ensure accountable governance within the municipality	icipality						
OFFICE OF	THE MUNICIP	OFFICE OF THE MUNICIPAL MANAGER	20%							
SDBIP Ref.	PLANNING LEVEL	MSCOA	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL	QUARTER	PROGRAMME/ PROJECT MILESTONE	PERFORMANCE MEASUREMENT
								۵۲		1=59% and below implementation of the AG Audit Action Plans
								02	- I	2=60-69% implementation of the AG Audit Action Plans
КРІА	Outcome	Audit Action Plans	% implementation of AG Audit Action plans	15%	%	100%	100%			3=70-79% implementation of the AG Audit Action Plans
					10 America			03	100%	4=80-89% implementation of the AG Audit Action Plans
								Q 4	100%	100% 5=90-100% implementation of the AG Audit Action Plans
								٥	I	1=59 % and below implementation of departmental mitigation actions on Strategic Risk Register
								82	ı	2=60-69 % implementation of departmental mitigation actions on Strategic Risk Register
ж <u>Ф</u>	Outcome	Risk Management		2%	%	78%	100%			3=70-79 % implementation of departmental mitigation actions on Strategic Risk Register
			Strategic Risk Kegister				w.	g	1	4= 80-89% implementation of departmental mitigation actions on Strategic Risk Register
								5	100%	5=90-100% implementation of departmental mitigation actions on Strategic Risk Register





	PROGRAMME/ QUARTER PROJECT PERFORMANCE MEASUREMENT MILESTONE	1=working capital 0.6:1	0,9:1 2=working capital 0.7:1	3=working capital 0.8:1	4=working capital 0.9:1	1.2.1 S=working capital 1.2:1	1=-3% revenue growth	2=-2% revenue growth	3=0% revenue growth		1% 5=+1% revenue growth	10% 1=59% and below expenditure on grants as planned	2=50-69 % expenditure on grants as planned	3=70-79% expenditure on grants as planned	65% 4=80-89% expenditure on grants as planned	5=90-100% expenditure on grants as
		٥	8		පී	2.	б	8		8	20	٥	07		<u>ප</u>	
	ANNUAL TARGET			1:2:1						1%				%06		
	BASELINE	0.8:1				%					85%					
	UNIT OF MEASURE		-	Ratio						*	.vier		and the state of	%		
	WEIGHTING			20%						2%	·			2%		
	KEY PERFORMANCE INDICATOR			Improved working capital	•					% revenue growth				% spent on grants funded capital projects		
۲ 35%	MSCOA										Finance Management	_	N. Say.		· · · · · · · · · · · · · · · · · · ·	
KPA: FINANCIAL VIABILITY 35%	PLANNING LEVEL			Outcome						Outcome				Outcome		
KPA: FINAN	SDBIP Ref. No			2 2 3	2					KPID				X P E		



1=59 % and below households registered for indigent support as planned for.	2=60-69 % households registered for indigent support as planned for.	3=70-79% households registered for indigent support as planned for.	4=80-89% households registered for indigent support as planned for.	5000 indigent support as planned for		PERFORMANCE MEASUREMENT	1≂59% and below of labour disputes (grievances) resolved	2=60-69 % of labour disputes (grievances) resolved	3=70-79 % of labour disputes (grievances) resolved	4=80-89% of labour disputes (grievances) resolved	70% 5=90-100% of labour disputes (grievances) resolved
ı	ı		1	2009		PROGRAMME/ PROJECT MILESTONE	Į.	l		1	70%
2	02		3 -	04		QUARTER	9	02	6	3 <u> </u>	24
		5 000				ANNUAL TARGET			%02		
		6 827	49.00			BASELINE	New Target				
		Number				UNIT OF MEASURE	%				
		%9			/ELOPMENT 5%	WEIGHTING	2%				
		Number of indigent households with access to free basic services			KDA: MINICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT 5%	KEY PERFORMANCE INDICATOR	Labour disputes % of labour disputes (grievances) resolved				
		Indigent Management			FORMATION AN	MSCOA PROJECT	abour disputes (9				
		Outcome			SNAGT IAGI	PLANNING			Outcome		
		<u>д</u> Я	· MANAGER -		KDA: MI INIC	SDBIP Ref.			KPI G		







1=59% and below youth employment opportunities created as per target set	2=60-69% of youth employment opportunities created as per target set	3=70-79% of youth employment opportunities created as per target set	4=80-89% of youth employment opportunities created as per target set	5=90-100% of youth employment opportunities created as per the request received	
6	1		0	165	
5	75		3 	2 4	
		722			
		New target			
		Number			
		%9			Total = 100%
		Number of youth employment opportunities created			
		Youth employment			
		Outcome			
		Z H			





