

**AN EXPLORATION IN IMPLEMENTATION OF THE
PERFORMANCE CONTRACT POLICY (2011) IN LESOTHO
HIGH SCHOOLS**

By

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EDUCATIONAL MANAGEMENT)**

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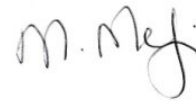
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I, **Masekake Elida Mefi**, declare that the thesis, ***An exploration in implementation of Performance Contract Policy (2011) in Lesotho high schools***, submitted for the qualification of Master's in Policy and Governance in Education at the University of the Free State, is my own independent work.

All references that I have used have been indicated and acknowledged by means of complete references.

I further declare that this work has not previously been submitted by me at another university or faculty for the purpose of obtaining a qualification.

November 2020

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An exploration in implementation of the Performance Contract Policy(2011) in Lesotho High
Schools

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DEDICATION

This study is dedicated to my daughter Neo Azaniah who was just 3 weeks old when I started this dissertation. It was not easy at all, but throughout the whole journey she has been incredibly amazing and very understanding. She sacrificed and endured a lot, for most times I was busy with this dissertation instead of being with her, and for that I am forever grateful. God made it all possible.

ABSTRACT

The aim of this study is to explore the experiences of teachers, principals and other stakeholders regarding the implementation of the *Performance Contracting Policy (2011)* in Lesotho high Schools. In education, a Performance Contract (PC) firstly involves establishing a definitive set of performance teaching-learning objectives, followed by evaluating student progress over a period of time, and then reporting on such progress. This presupposes that teachers are accountable and responsible for the management of the school, student performance and output which defines the quality and standards of the school.

To realise the aim of this study, a qualitative research methodology coupled with an interpretivist paradigm, was adopted. In line with this approach, semi-structured interviews were conducted with various teachers, principals and officials. A purposive participation selection process was used to identify participants. In an attempt to conceptualise performance contracting, both internationally and nationally, a literature study was undertaken. The Lesotho MOET adopted the performance contract policy (2011) to improve the quality of education in the country. The findings of the study reveal various challenges that influenced the effective implementation of the Performance Contracting Policy (2011) which adversely affected the quality of education.

Various recommendations were elicited from the data analysis; namely, MOET should embark on workshops and training to interrogate PCPs so that teachers know what is expected of them to improve the quality of education. The study concluded that MOET develop a support structure to promote effective and efficient evaluation and monitoring in order to assist teachers, principals and schools during the implementation of PC policies.

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LIST OF ACRONYMS

CPA

Critical Policy Analysis

CSPIP	Civil Services Performance Improvement Programme
DBE	Department of Basic Education
ELRC	Education Labour Relations Council
LTTU	Lesotho Teachers Trade Union
MDAs	Ministries, Departments and Agencies
MOET	Ministry of Education and Training
MOU	Memorandum of Understanding
OECD	Organisation of Economic Co-operation and Development
PC	Performance Contract
PCP	Performance Contract Policy
PSA	Public Service Agreement
STPCD	School Teachers' Pay and Condition Documents
UN	United Nations
UNESCO	United Nations of Educational Scientific and Cultural Organization

CHAPTER ONE

ORIENTATION

1.1. INTRODUCTION

Performance Contracts (PC) are widely used to facilitate performance evaluation based on productivity. Gatere, Keraro and Gakure (2013) describe performance contracting as a process where an employee is examined and evaluated based on pre-set standards for purposes of providing feedback to the employee to show where improvements are needed and why. Hence, PC is also believed to provide a basis for monitoring and evaluation of performance (Njoroge, 2003). As such, it is used to determine training needs, promotions, demotions and retentions.

In education, performance contracting (PC) is perceived to be suitable for it provides a platform for teachers and principals to break down strategic objectives and deliverables. Muraguri (2015) maintains that the overall goal of PC is to improve the efficiency and effectiveness in the management of public affairs (also schools) and instil a culture of accountability. As such, PC is a way of developing a culture of effectiveness and efficiency among all role players in education and in schools.

Since its inception in the 1960s in France (Kobia & Mohammed 2006), PC is increasingly adopted and implemented by various countries around the world. In the United Kingdom (UK), PC in the public sector was introduced in 1998. Here, PC known as the *Public Service Agreement* (PSA) outlines a set of performance targets which all government agencies are obliged to adhere to (Metawei & Gilman, 2005). According to Grapinet (1999:56), Finland also introduced major public service reforms during 1987-1997 and “the aim was to make public agencies more responsible and accountable”. In Denmark PC played a major role in improving efficiency and increasing policy control, whilst in the USA, PC was introduced to make federal departments more productive and therefore boosted citizens’ confidence in the Government (*Government Performance and Results Act of 1993: Section 7*).

Various countries on the African continent also implemented PC in the public sector. While Swaziland enacted *The Public Enterprise Act of 1989* to focus on control of Semi-autonomous state agencies, Gambia placed all strategic state corporations and departments under PC (Kobia & Mohammed, 2006). Ghana introduced the *Civil Service Performance Improvement Programme* in 1996 in which staff were to engage their clients and agree on performance improvement which would then form the basis of a performance agreement (Adei & Boachie- Danquah, 2002). In addition, in 2004 the Government of Kenya introduced PC in the public service as one of the tools to improve service delivery, which yielded positive results; hence, PC is implemented in the majority of the Ministries, Departments and Agencies (Government of Kenya, 2005).

In line with international trends to hold public servants accountable, teachers and principals also were obliged to follow suite in 2011 as the Lesotho Ministry of Education and Training (MOET) adopted and implemented the *Performance Contract Policy* (2011). In keeping with this policy, MOET tries to ensure that school management systems focus on achieving the desired results, and that a framework of accountability with the aim of improving the quality of education in Lesotho, is implemented. This intervention was deemed necessary to improve education outcomes in the Lesotho education sector as the overall performance of Lesotho education was very poor (*Sunday Express*, 2013), and this threatened the development of the country and the progress of the Basotho people.

Efforts to improve the quality of education through PC's are in line with *Section 28* of the *Constitution of Lesotho* (1993). This education legislation endeavours to provide equitable education to all and to adopt policies aimed at securing that education is effectively directed to the full development of the Basotho people. However, the effective implementation of policies aimed at improving the quality of education in Lesotho such as the *Performance Contract Policy* (2011), depends on various factors.

1.2. PROBLEM STATEMENT

In Lesotho, the *Performance Contract Policy* (PCP) was introduced and implemented in 2011. Performance contracts with duration of five years were signed particularly with school principals. In 2016, the first implementation phase of the PCP (2011) expired. The implementation of the PCP (2011) enabled all teachers, including principals (also

those not yet serving as principals or not having experience as principals), to enter into an agreement with MOET in order to take up a position of principal-ship in a high school. Similarly, retired teachers (or ex-principals) could also get back into the education system by taking up principal's' positions under the performance agreement with the MOET.

The signing of these contracts by teachers and newly contracted principals (including retired principals) effectively meant that serving principals were to vacate their posts. It also meant that teachers would vacate the teaching positions they held at the time of signing the agreement and that they would take up new positions as principals in designated high schools. It was also agreed by MOET and the newly contracted principals that once their contracts expired, those who were serving as teachers would re-assume their previous posts and that those who were retired would not be retained in education but be paid out their gratuities immediately after the contract expired and then they would go back into retirement.

Media reports indicated that some principals who entered into these performance contracts were not entirely satisfied with the way they were treated by MOET (*Sunday Express*, 2016). This is partly because principals felt they were somewhat 'forced', in many cases without prior consultation, out of their posts under these performance contracts which were not renewed, but new contracts were signed with other teachers. Also, MOET did not keep to the promise of the salary packages. In response to this, teacher unions such as the Lesotho Teacher Trade Union (LTTU) raised their concern and accused the MOET of breach of contract. In addition, at a press conference held in Maseru on 29 June 2016, the Lesotho School Principal Association (LEPSA) also accused the Government and the MOET on renegeing on contracts and leaving their members in the lurch.

Although PC was implemented to improve the quality of education and the performance of schools, the 2013-2015 results from the Examination Council of Lesotho (ECOL, 2013-2015) show that the performance of schools, specifically the examination pass rates, did not improve during the period the performance contracts were implemented. This is

despite the conditions of the contract which state that the aim of PC is to improve the results of schools.

Considering this situation, this study proposes to explore the implementation of the *Performance Contracting Policy (2011)* in Lesotho High schools. No research studies conducted on the effectiveness or implementation of the PC policy in Lesotho could be found. This is because the PC policy is relatively new to the Lesotho education sector and its first phase of implementation only concluded in 2016. This study is therefore largely exploratory as it represents a first look at the Performance Contracting Policy (2011) of Lesotho, and the extent to which it achieved its anticipated aims and objectives.

Informed by this problem, this study aims to answer the following **main question**:
What are the experiences of teachers, principals and MOET officials with regard to the implementation of the *Performance Contract Policy (2011)* in Lesotho high schools?

1.2.1. Research Questions

In order to answer the above (main) question the following subsidiary questions need to be interrogated:

- ✓ What is the nature of performance contracting in general, and in the context of education, both internationally and in Lesotho?
- ✓ What is the policy context within which the *Lesotho Performance Contract Policy (2011)* in education exists?
- ✓ What are the experiences of teachers, principals and other stakeholders regarding the implementation of the *Lesotho Performance Contract Policy (2011)*?
- ✓ What recommendations could be suggested about the implementation of the *Performance Contract Policy (2011)*?

1.3. AIM AND OBJECTIVES

1.3.1. THE PRIMARY AIM

The primary aim of this study is **to explore the experiences of teachers, principals and other stakeholders regarding the implementation of the *Performance Contracting Policy (2011)* in Lesotho high Schools.**

1.3.2. OBJECTIVES

In order to realise this aim, the following objectives were pursued:

- ✓ To conceptualise performance contracting in general, and within the education sector, both internationally and within Lesotho;
- ✓ To analyse the policy context within which the Lesotho *Performance Contracting Policy (2011)* operates;
- ✓ To explore the experiences of teachers, principals and MOET officials concerning the implementation of the Lesotho *Performance Contracting Policy (2011)*; and
- ✓ To offer recommendations in enhancing the implementation of the *Performance Contracting Policy (2011)* in Lesotho.

1.4. RATIONALE FOR THE STUDY

As a teacher in Lesotho, I am concerned about the performance of schools in my area. My observation in general is that the academic performance of learners in Lesotho schools is deteriorating, and that the quality of teaching is not yielding the desired outcomes. In addition, discipline in some schools is very disturbing as students do as they please; for example, they are truant and abuse drugs.

In 2011, the MOET introduced the PCP in order to enhance the accountability-awareness of school managers, and to ensure that schools improve the discipline of learners. Notwithstanding this noble intention, indications are that the implementation of the PCP is not without its own challenges.

A preliminary literature study found that in Lesotho there is a dearth of information on the implementation of the PCP in education. A knowledge gap therefore exists regarding the

challenges experienced with regards to the implementation of the *Performance Contract Policy* (2011). Considering this, I hope to provide the MOET, and the Lesotho Government with insight and strategies into the implementation of the PCP, in order for them to address possible challenges and to build on the positives that might come out of the study. This exploratory study is further of value to Lesotho teacher unions in understanding the impact of the PCP on its members.

1.5. RESEARCH DESIGN

Chandran (2004:33) views a research design as “an arrangement of conditions for collection and analysis of data that combines their relationship for the purposes of research”. According to Nieuwenhuis (2010:70), a research design is “a plan or strategy which moves from philosophical assumptions to specifying the selection of respondents, the data gathering techniques to be used, and the data analysis to be done”. In other words, the research design focuses on the output, and how to realise the aims and objectives of a study. Although I opted not to choose a particular theoretical stance, the paradigm I adopted will influence my selection of, and interpretation of sources, as well as my analysis of the data generated in this study.

1.5.1. Research Paradigm

Burren and Morgan (1979:3) assert that “to be located in a particular paradigm is to view the world in a particular way”. Informed by this, I intend to conduct this study within the interpretive paradigm. McQueen, cited in Thanh and Thanh (2015:26), states that interpretivists view the world through “individuals’ eyes”, and choose participants who have their own interpretations of reality to incorporate worldviews. In addition, Interpretivism focuses on qualitative data from which researchers interpret meanings (Phothongsunan, 2010). As such the purpose of this study is not to generalise, but to explore the meanings people attach to the *Performance Contracting Policy (2011)* of the MOET which are informed by the experiences of the participants.

According to Willis (2007), interpretivists are anti-foundationalists in that they believe that there is no single correct route or particular method to acquire knowledge. Additionally, Morehouse (2011) argues that in the interpretive tradition there are no “correct” or “incorrect” theories. Instead, theories should be judged according to how “interesting” they

are to the researcher and others involved in the same areas of study. Interpretivists derive their constructs from the field by an in-depth examination of a specific phenomenon.

The value of interpretivism for this study lies in its potential to explore the multiple experiences of various people regarding the implementation of the PCP. Informed by this paradigmatic orientation, I propose my aspects of methodology and related research methods.

1.5.2. Research Methodology

The research methodology is a strategy of enquiry which moves from the underlying assumptions to research design and data collection (Myers, 2009). Rajasekar, Philominathan, and Chinnathampi (2013) refer to research methodology as the systematic way of solving a problem - it is a science of studying how research is to be carried out.

Kothari (2004) states that research methodology entails systematically following specific steps to dissect the phenomenon under study, therefore it is imperative for the researcher to know, not only the research methods or techniques, but also all aspects methodology. This implies that the research process needs to be well-planned to elicit information which could be used in answering the research questions. In other words, research methodology is a philosophical approach utilised to collect information on a topic, with the intention to analyse the information and draw conclusions.

Accordingly, a qualitative approach will be used in this study as it is non-numerical and descriptive in nature (Rajasekar et al., 2013) In addition, it applies reasoning and use of appropriate words to evoke meanings and feelings pertaining to the phenomenon under investigation. Qualitative data cannot be graphed as it is explanatory in nature since it investigates the *why* and *how* of decision-making. Denzin and Lincoln (2005) add that the strength of qualitative research is its ability to provide complex textual descriptions of how people experience a given research issue. It provides information about the human side of an issue; that is, the often contradictory behaviours, beliefs, opinions, emotions and relationships of individuals.

Since qualitative studies are often based on multiple methods, I plan to conduct this study using the multiple-method approach. I will thus collect my data via a literature study, policy (or document) analysis and interviews. These, qualitative research methods will enable

me to explore the experiences of teachers and principals regarding the implementation of the PCP (2011) in Lesotho schools.

1.5.3. Research Methods

Rajasekar et al. (2013) refer to research methods as the various procedures, schemes and algorithms used in research processes which are planned, scientific and value-neutral. In this study I will use various methods to assist me in exploring the realities regarding the implementation of the PCP.

1.5.3.1. Literature study

A literature study discusses published information in a particular subject area within a certain time period (Anson & Schewegler, 2000). Troyka, (2002) is of the view that a literature review provides a researcher with a handy guide to a particular topic. For scholars, the depth and breadth of the literature review emphasises the credibility of the writer in his or her writing. A literature review also provides a solid background or platform for research investigations (Hart, 1998). As such, a literature review is essential as it provides comprehensive knowledge of the field under study (Rosen, & Behrens, 2000).

Further, Jones, Bizzaro and Selfie, (1997:2) assert that a literature review is more than just a list of references:

A good literature review surveys and critiques the body of [knowledge] in researcher's field of interest. It enables you to position your research in the broader academic community, synthesise existing ideas and arguments without adding your own, and identify any gaps in the literature which your research is attempting to address.

Mertens (1998:33) concurs by indicating that a literature review's purpose is "to create familiarity with current thinking and research on a particular topic, and may justify future research into a previously overlooked or understudied area". As a result, not only will a literature review provide me with an overview of issues pertaining to performance contracts (PCs) but it will also provide the background and insight to enable me to explore the experiences, perceptions of teachers, principals during its implementation. Various primary and secondary literature sources will be consulted in order to gain more insight into PC in Lesotho and around Lesotho.

1.5.3.2. Policy analysis

Policy analysis is “a rational, systematic approach to making policy choices in the public sector” (Codd, 1988: 235). It is also a process that generates information on the consequences that would follow the adoption of various policies. According to Warren (2000:12), policy analysis uses a variety of tools to extract particular information to present to parties involved in the policymaking process to facilitate making wise decisions. Warren (2000) adds that policy analysis is performed in governments, policy research institutions, and in various consulting firms. In this study the focus is on examining the *Performance Contract Policy* [PCP](2011). This policy was enacted by the Ministry of Education and Training (MOET) in 2011 to facilitate the improvement of education in the country. A thorough analysis of this policy is necessary to explore the extent it will achieve what it intends to.

The aim of the policy analysis is therefore to gain a better understanding of its content and its context. Furthermore, the policy analysis might yield some information on the implications for the implementation of the PC in Lesotho education. Since any policy is largely influenced by the context within which it is supposed to function, it will be appropriate to also analyse the PCP (2011) in relation to other relevant Lesotho education policies. Hence, I will also use intertextuality in my analysis of the PCP (2011).

1.5.3.3. Interviews

For Kvale (2008:7), an interview is “a conversation that has a structure and a purpose determined by one party - the interviewer; it is a professional interaction which goes beyond the spontaneous exchange of views as in everyday conversation, and becomes a careful questioning and listening approach with the purpose of obtaining thoroughly tested knowledge”. McNamara (1999) adds that interviews are particularly useful for envisioning the story behind a participant’s experience. As such, the interviewer can probe for in-depth information around the topic. Best and Kahn (2003) expand and state that interviews involve a conversation between the researcher and a participant with a specific objective of gathering information about a topic that is being researched or to find out what is in or on someone else’s mind.

One way of establishing what the experiences are concerning the implementation of the PCP (2011) in Lesotho’s education system is to involve the role players in a discussion

by means of interviews; thus I preferred to use semi-structured interviews. Participation was precipitated through individual interviews with school principals, teachers, union representatives, and MOET officials. More Information with regards to the nature and place of interviews are given in Chapter 4.

Datko (2015:142) describes a semi-structured interview as “a qualitative method of inquiry that combines a pre-determined set of open questions with the opportunity for the interviewer to explore themes or responses further through probing”. Cook (2008:120) states that “semi structured interviews [not only] provide structure for the interview protocol, but also provides flexibility for the research participants to elaborate on the points on each question that are meaningful to them, thereby driving the conversation even deeper”. This will help me to explore in-depth the experiences of the participants regarding the implementation of the PCP (2011) in Lesotho high schools.

1.5.4. Participant selection

For the purpose of this study I used purposive participant selection. Purposive participant selection is a non-probability sampling method and it assumes that “participants being selected for the sample are chosen on purpose because they have the required information” (Black, 2010:45). I selected four principals and two teachers from different high schools in the Mafeteng District of Lesotho. In addition, two members of teacher unions, and two MOET officials were selected. The principals comprised of two serving principals and two principals who had completed the initial implementation phase of the performance contracts, but who were not acting in the capacity of principals anymore. All these participants were selected based on their understanding of the PCP (2011). Principals who in particular completed the initial implementation phase of the performance contract are also included and selected because of their experience of the performance contract policy.

According to Black (2010) purposive participant selection (also known as judgement, selective or subjective sampling) is a participant selection technique in which “the researcher relies on his or her own judgement when choosing members of a particular type of population to participate in the study”. Saunders, Lewis and Thornhill (2012:24) concur that purposive participant selection is a non-probability participant selection method and it occurs when “elements selected for the sample are chosen by the

judgement of the researcher". It is assumed that all the relevant role players in Lesotho's education system education such as trade unions, teachers, principals and MOET, would have experienced the process of implementation or be subjected to the implementation of the PCP (2011). Informed by this assumption, the participants were selected.

1.5.5. Data Analysis

Babbie and Mouton (2001) define data analysis as a process of making sense of what is collected. For Nieuwenhuis (2010), the analysis of data is an on-going process whereby data collection, processing, analysis and reporting are interconnected.

In this study, data will be analysed qualitatively using an inductive method. During inductive data analysis, research findings will be noted and reduced into certain patterns, categories or themes - and then interpreted (Cohen, Manion & Morrison, 2011). Findings about the implementation realities and perceptions of participants about the *Performance Contracting Policy (2011)* will be analysed. All the interviews will be audio-recorded and then transcribed, after which the data was coded and themes identified. This process not only helped me to eliminate unwanted data that do not answer the research questions, but also to identify similarities and/or differences in the responses of the participants.

1.5.6. Ethical Considerations

Maxwell (2012:3) defines ethics as "norms or standards of conduct that distinguish between right and wrong". Ethics further helps to determine the difference between acceptable and unacceptable behaviours. Ethical standards are important because they prevent the fabrications or falsifying of data, therefore it promotes the pursuit of knowledge and truth which is the primary goal of research. Burgess (1989:67) concurs with this by indicating that "ethical behaviour is critical because it encourages the environment of trust, accountability and mutual respect among researchers".

For Mouton (2001: 238), "ethics deals with what is wrong and what is right in the conduct of research". Strydom (2005a: 75) adds that ethics is "a set of moral principles which is suggested by an individual or group, is subsequently widely accepted, [and] offers rules and behavioural expectations about the most correct conduct towards experimental subjects and respondents, employers, sponsors, other researchers, assistants and students". Ethical considerations are also important to ensure that basic human rights,

such as “confidentiality and the protection of the participant’s identities, are upheld and honoured” (Johnson, 2012: 305). This study considered various ethical issues such as (amongst others) confidentiality, trustworthiness and informed consent.

1.5.6.1. Confidentiality

Confidentiality, according to Mertens (1998: 279) means that the “privacy of individuals or institutions will be protected in that the data they provide will be handled and reported in such a way that it cannot be associated with them personally”. Mouton (2001: 244) refers to confidentiality as “the information gathered that has to be kept concealed”. The following steps ensured confidentiality in this study.

While the actual words spoken will be used as data, a number of steps will be taken to prevent a reader from identifying the participants. The participants were advised not to mention or refer to any names during the interviews and in cases where it did happen, such names were omitted from the transcriptions. Rather, for identification purposes, participants and/or their respective schools were assigned pseudonyms or codes. Once the study was completed, all tapes and transcriptions of the interviews were stored securely in a lock-up safe, and all electronic data was password-protected to be kept for a period of five years after which it will be destroyed.

1.5.6.2. Trustworthiness

Trustworthiness is to measure the quality of the research to the extent the data and data analysis are believable and trustworthy (Guba & Lincoln, 1981). Trustworthiness refers to the “believability of researchers’ findings” (Maykut & Morehouse, 1994: 64). There are four factors that should be considered in establishing trustworthiness in qualitative research: credibility, transferability, dependability, and conformability (Denzin & Lincoln, 2005; Creswell, 1998). These four factors were considered in this study to establish trustworthiness.

(i) Credibility

Credibility in qualitative research is defined as the extent to which the data and data analysis are believable and trustworthy (Smith & Ragan, 2005). Denzin and Lincoln (2005: 215) refer to credibility as “the confidence one has in the truth of the findings”. Lodico, Spaulding and Voegtler (2006: 273) indicate that “credibility refers to whether the

participants' perceptions of the situation or events match up with the researcher's portrayal of them in the research report". In other words, credibility deals with how accurate, valid and true the findings of the research are.

In this study, credibility was assured by allowing the participants to read through the transcripts including the findings. This enhanced the credibility of the findings in that if there were areas that the participants felt that have been distorted or misrepresented, clarity would be given, and if necessary corrections would be effected. I also checked and compared whether there was a relation between the results and those that had been previously released

. *Transferability*

Seale (1999) states that transferability is achieved by providing a detailed, rich description of the settings studied to provide the reader with sufficient information to be able to judge the applicability of the findings. This refers to the probability that the study's findings have meaning to others in similar situations. It is also called "fittingness" for it determines whether the findings fit in or are transferable to similar situations (Streubert, Speziale & Carpenter, 2003). The potential user, not the researcher, determines whether or not the findings are transferable. This means that the responsibility to prove transferability did not rest on me, but on the person who wants to replicate or transfer my findings to his or her particular context.

Bowen (2005: 216) explains that "transferability means that other researchers can apply the findings of a study to their own". Babbie and Mouton (2001:277) add that "transferability is concerned with the extent to which findings can be applied in other contexts or to other respondents". Within this study, transferability was assured by providing rich, thick and detailed descriptions of the research process and the context, so that any one will be able to determine how closely their situations match the research situation, and hence, whether findings can be transferred (Merriam, 1998).

(ii) *Dependability*

Maree (2007: 299) explains that "dependability refers to the degree to which the reader can be convinced that the findings did indeed occur as the researcher says they did". Roussow (2003:424) explains that dependability has to do with the standard of

consistency of the research findings, and that “dependability can be ensured in an indirect way by applying the measures of credibility”.

Dependability is therefore ensured when we can prove that given the data collected, the results make sense; in other words, the data is consistent and dependable (Merriam, 1998). Additionally, dependability is another criterion used to measure trustworthiness in qualitative research and is met through securing credibility of the findings (Lincoln & Guba 1985; Streubert, Speziale & Carpenter 2003). Researchers, who wish to confirm the dependability of my study, would have access to the data which was used to summarise the conclusions.

(iii) *Confirmability*

Confirmability is another prerequisite for trustworthiness. According to Bowen (2005: 216) confirmability refers to the “internal coherence of data in relation to the findings, interpretations and recommendations”. Babbie and Mouton (2001: 278) describe confirmability as “the degree to which findings are the product of the focus of the research and not of the biases of the researchers”. Shenton (2004: 63) advises that “researchers must take steps to demonstrate that findings emerge from the data and that it is not their own predisposition”.

Polit and Hungler (2004:435) assert that “confirmability makes provision for evaluating data quality and refers to the neutrality or objectivity of the data by an agreement between two or more dependent persons that the data is similar”. Confirmability is also a strategy to ensure neutrality (De Vos, 1998); and that the findings are free from biasness. In qualitative research, neutrality refers to data neutrality and not the researcher’s neutrality. The use of audit strategies is a systematic collection of materials and documents for external auditors to come to comparable conclusions about the data. The purpose of confirmability is “to illustrate that the evidence and thought-processes give another researcher the same conclusions as in the research context” (Streubert, Speziale& Carpenter, 2003:38).

To ensure confirmability, Lincoln (1995) suggest that an adequate audit trail be left to enable the auditor to determine if the interpretations, conclusions and recommendations can be traced to their sources, and if they can be supported by the inquiry. I ensured that all relevant documents such as the original interview transcripts and notes made during

the interviews were kept to serve as an audit trail, and to subsequently enhance the trustworthiness of my study. This ensured that people who doubt the trustworthiness of this study could have access to the data and the procedures I used to extract my findings from.

1.5.7. Informed Consent

In order to do this research, I first had to get the permission from the Ethics Committee of the Faculty of Education, University of the Free State (UFS). Upon being granted this permission, I then sought permission from the MOET officials, union representatives, principals and teachers. I personally visited the principals to explain my intentions and gave them letters of permission. The consent letters, besides giving all the relevant details of the research, emphasised my responsibility in ensuring that no participant was at risk (physically and/or psychologically) in any way during the research (Bryman & Bell, 2007). The dignity of the participants was being ensured by treating them in a respectful and dignified manner. Participation was voluntary and participants had the right to withdraw at any stage if they felt uncomfortable without being disadvantaged in any way (Saunders, Lewis & Thornhill 2012).

Because of the sensitive nature of interviews and the potential harm it might pose to the participant, I conducted the interview with utmost sensitivity and treated participants with respect and dignity. Since I intended utilising an interview grid with pre-determined questions, there was a possibility that the participants might be limited in their responses to the research questions. To overcome this, I executed the interviews with a degree of flexibility to give considerable freedom to the participants to expand as much as possible on their responses (Bogdan & Biklen, 2003)

1.6. VALUE OF THE STUDY

I have indicated that the *Performance Contract Policy (2011)* is a relatively new policy and that its first phase of implementation ended in 2016. Hence, no researches have been done on its effectiveness or the factors impacting on its effective and successful implementation. In this study, I aimed at exploring the experiences of teachers, principals and MOET officials regarding the implementation of the PCP (2011). This is done to highlight factors that possibly obstructed its successful implementation and to fill the gap in existing literature regarding the PCP (2011) such that the findings of this study serve

to guide the Government of Lesotho and the MOET as to what needs to be done to improve the implementation of the *Performance Contracting Policy (2011)*.

As such, the Lesotho Government and MOET could employ the recommendations made in this research to effect efficient and effective performance contracts which will in turn improve the productivity of teachers and principals. In addition, policymakers may rethink how they can improve implementation of performance contracts by redesigning and restructuring policies and systems.

1.7. DEMARCATION

The aim of the demarcation aspect was to locate the study in a particular discipline and to identify the geographical research area.

1.7.1. Scientific Demarcation

The Lesotho education sector was flooded with numerous new policies aimed at addressing educational shortcomings of the past. Researches regarding educational policies are therefore necessary in order to determine their impact on the transformation of not only the educational system, but also other public sectors. As previously mentioned, this study aimed to explore the challenges of the implementation of the Performance Contract Policy (2011) in high schools. As such, it is demarcated to Education as an independent discipline and to Policy Studies as an independent field of study.

1.7.2. Geographical Demarcation

This study was conducted in four high schools in the Mafeteng District (one of ten districts) of Lesotho which is landlocked by South Africa. It is geographically one of the smallest countries in Southern Africa with a population of approximately two million. The Mafeteng District has a population of approximately 60 000. It has 15 high schools located in the town of Mafeteng where I am teaching and residing.

1.8. PROPOSED LAYOUT OF THE STUDY

In chapter 1, the problem statement is presented and the aim and objectives of the study are listed. This is followed by the rationale for the study, research methodology, paradigm perspective, and research design. Lastly, the ethical considerations and demarcation of the study (scientifically and geographically) were summarised.

In chapter 2, the literature study is discussed. The aim of the literature study is to provide an impression of relevant research appropriate to my research topic. As such, this chapter responded to the first research question and the corresponding objective.

In chapter 3: An analysis of the *Performance Contracting Policy (2011)* and other related Lesotho education policies were conducted. This chapter responded to the second subsidiary research question and the corresponding objective.

Chapter 4 consisted of the empirical part of the study. The focus was on the third subsidiary research question and the corresponding objective. Here, I presented the findings of the interviews.

Chapter5 I outlined the conclusions and recommendations on how the implementation of the *Performance Contracting Policy (2011)* could possibly be improved.

1.9. CONCLUSION

This chapter (1) provided a broad orientation of the study. In essence, the aim of the study was highlighted and the corresponding objectives were stated. The study was placed within the interpretive research paradigm. The various objectives were to be pursued through a literature study, policy analysis and semi- structured interviews.

Recognising that performance contracting (PC) is also an international phenomenon, a literature study was undertaken in the next chapter (2) to explore its nature and international trends in education.

CHAPTER TWO

LITERATURE REVIEW

2.1 INTRODUCTION

In the previous chapter, I provided an orientation to this study concerning the implementation of the *Performance Contracting Policy* [PCP] (2011) in Lesotho high schools. This chapter aims to provide a literature review on performance contracting (PC). It is assumed that this literature review will serve as a benchmark against which the implementation of the Lesotho PCP (2011) will be assessed. This literature review will conceptualise performance contracting in a general sense and in the education context. Moreover, this process is compulsory because it will position my research in a broader academic community, synthesise existing ideas and arguments, and identify any gaps in the literature which my research is attempting to address (Jones, Bizzaro & Selfie, 1997). My focus will be on what PC entails, its purpose and origin, as well as its implementation

in other countries. Lastly, this literature review focuses on the realities associated with PC in education, and possible benefits, and criticism thereof.

2.2 THE CONCEPTUALISATION OF PERFORMANCE CONTRACTING

Armstrong (2006:14) defines a contract as “a binding agreement between two or more parties for performing, or refraining from performing some specified act(s) in exchange for lawful consideration”. In addition, a contract places a legal obligation on the contracting parties to perform their mutual promises and responsibilities, and it continues until the discharge or termination of the contract (Mohamed, 2009:16). Xavier (2010:12) adds that “a person who performs a contract in accordance with its terms discharges it from any further obligation, and as a rule, such performance entitles him or her to receive the other party’s performance”.

2.2.1 Performance Contracting

The concept *performance contracting* is variously defined. Simpson and Buaberg (2013:13) define performance contracts (PC) as a “contract-plan, memorandum of understanding, signalling system, performance agreement, results framework, incentive contracts, performance monitoring, and evaluation system and many more”. Armstrong and Baron (2005:33) add that PC entails “a wide range of management tools used to define responsibilities and expectations between parties to achieve mutually agreed benefits”. Kumar (1994:22) succinctly defines PC as a “Memorandum of Understanding” (MOU). As such, it is rooted in an evaluation system which not only looks at performance comprehensively, but also ensures improvement of performance management by making the autonomy and accountability aspect clearer and more transparent (Mbua and Sarisar, 2013). Nganyi, Shigogodi and Owano (2014) contend that PC improves performance, the delivery of quality and timely service to citizens, it improves productivity in order to maximize the share holders’ wealth in the case of public-traded companies, and reduces or eliminates reliance on revenue for recurrent and development expenditures. Performance contracts could therefore also be agreements between the Government and a public agency which establishes general goals for the agency, sets targets for measuring performance, and provides incentives for achieving these targets (Hunters & Gates, cited in Marwanga, 2015).

Moreover, PC is closely linked to improvements. This is aligned to the definition of Armstrong (2006) which refers to PC as a systematic process of improving organisational performance by developing and maintaining the performance of individuals and teams. As such, PC is regarded a means of getting better results from the organisations, teams and individuals through the understanding and managing of performance within agreed frameworks, planned goals, acceptable standards, and competence requirements.

One can therefore deduce from the above definitions that PC is a means of improving performance in public enterprises, government departments, as well in schools. It is also regarded as an important instrument for measuring accountability and to secure positive results in both the public sectors and in schools. As such, performance contracting tries to achieve certain pre-determined and agreed upon aims and objectives.

2.3 AIMS AND OBJECTIVES OF PERFORMANCE CONTRACTING

Emanating from the definitions, various aims and objectives of PC can be derived. According to Higgins (1996:33), the objective of PC is to “control and enhance employees’ performance, and thus the performance of the whole institution”. In addition, PC is regarded as a useful tool for expressing clearer definitions of objectives while supporting innovative management, monitoring and control methods. As such, it facilitates “managerial and operational autonomy to public service managers” (Poister, 2003:45). Thus, since PC is governed by performance management and performance measures, it aims at achieving “set targets of the public service organisations” (Armstrong & Baron, 2004:34).

Further, PC constitutes a range of management instruments used to define responsibilities and expectations between parties to achieve mutually agreed results. It is therefore a management tool for ensuring accountability for results by public officials because it measures the extent to which they achieve targeted results (Greer, Youngblood & Gray, 1999). Trivedi (2004:13) agrees that “the purpose of PC is to instil a sense of accountability and transparency in the service delivery and utilisation of the country’s resources and to give autonomy to government agencies without being subjected to the bureaucracies and unnecessary red tapes which hampers efficient and effective delivery of goods and services to customers”. The main purpose of PC, according to Armstrong and Baron (2004), is to ensure delivery of quality services to the

public in a transparent manner for the survival of the organisation. Thus, PC is considered an essential tool for enhancing good governance and accountability in the public sector (*New Times 13 June, 2012*).

Armstrong (2006:13) adds that the overall purpose of performance management is to establish “a right performance culture in which individuals and teams take responsibility for the continuous improvement of business processes, own skills and contributions within a framework provided by effective leadership”.

As part of performance management, PC is regarded as a central element of new public management, which is a global movement reflecting liberation management and market-driven management. For Gianakis (2002:45), “liberation management means that public sector managers are relieved from an overabundance of and unnecessary rules and regulations, which usually hinders quick decision-making in the organisation”.

In the civil service, PC aims at improving service delivery to the public by “ensuring that top-level managers are accountable for results, and in turn hold those below them accountable by reversing the decline in efficiency and by ensuring that resources are focused on [service delivery] and keeping to the key national policy priorities of government” (Korir, Rotich & Bengat, 2015:47). Choke (2006:15) contends that PC also aims at “institutionalising a performance-oriented culture in the civil service through the introduction of an objective performance appraisal system, measuring and evaluating performance, linking reward to measurable performance, and strengthening and clarifying the obligations required of the Government and its employees in order to achieve agreed targets”.

It can therefore, be deduced that within the Lesotho educational context, PC and thus the PCP (2011) would aim at defining the responsibilities and expectations between schools and MOET, in order to achieve mutually agreed results; namely, quality education and improved all-round performance in the education system. In other words, the PCP (2011) was implemented in Lesotho high schools in order to organise and ensure that schools achieve the agreed-upon and desired results by (re)defining the task, roles and responsibilities of contracted principals.

2.3.1 The global status of performance contracting

The term *performance contracting* presumably originated in the late 1960s, and can be traced to France and other countries including India, Pakistan and Korea. However, it has also been adopted in developing countries in Africa such as Nigeria, Gambia, Ghana, Rwanda and Kenya (Kobia& Mohamed, 2006:12).

Globally, there appears to be a shift in performance management in public enterprises as a result of different practices, explosion of knowledge, and human rights issues. (Shaver, 2006:56). Ngung'u (2009) observes that, globally governments are faced with the challenge of improving service delivery while using fewer resources to deliver effective and efficient services demanded by citizens. With this aim in mind, PC started to make inroads across countries such as, amongst others, Bangladesh, China, India, Korea, Pakistan, Latin America, Argentina, Brazil, Bolivia, Columbia, Mexico, Uruguay, Finland, UK, and Venezuela (Gakure, Muriu & Orwa, 2013).

In the United Kingdom (UK), performance contracting in the public sector was introduced in 1998, and it was known as the Public Service Agreement (PSA) system. It stipulated a set of performance targets which all government agencies were to aim for (Metawei& Gilman, 2006). This ensured delivering efficient and modern public service as a key part of the UK's agenda for improving productivity. Each UK departmental PSA includes a prescribed target to improve efficiency and give "value for money" as an important element of its operation. Consequently, PSA's desired goals were reached and were impressive for the duration of the set period (UK Public Service Agreement Review, 2000:3).

Finland also implemented some form of PC in their education system (Caribbean Partners for Educational Progress, 2016), where the Ministry of Education in Finland plays no role in teacher evaluation. Instead, broad policies are defined in the contract with the teachers' union. These contracts give the local school principal extensive powers over the performance of teachers, who are typically evaluated against the national core curriculum and the school development plan. Finland does not use standardised testing, so individual student test scores are not used to evaluate teachers. Using the school's development plan as a reference point and the provisions of the contract of employment, teachers who do not perform acceptably are eventually removed from the system.

For Lohman, Fortuin and Wouters, (2004) PC is closely linked to performance-based pay plans, because PC makes use of incentives to reward the achievement of agreed upon and predetermined targets. However, common to performance-based and PC agreements are “regimes of punishment” to get teachers to deliver on predetermined outcomes as used in Denver and Washington DC where performance-based pay plans and PC were implemented as part of collective bargaining agreements between the school's District and its teachers. The Denver system, known as Pro-Comp, was implemented in 2006 after a four-year pilot programme in 12 of Denver's 142 schools. The system applies to classroom teachers and other special instructional personnel such as librarians, counsellors, and therapists. The system was made optional for teachers already working for the school when the programme became effective, but mandatory for those who were employed on or after 01 January 2006 (Nadine, 2016). Other key features of this system is the use of a combination of annual bonuses and increases in teachers' base pay, in addition to offering bonuses for increasing students' academic achievement.

In line with global trends, New Zealand in the 1990s also implemented PCs in the public sector. The aims of these contracts were to improve performance by:

- setting clear objectives;
- delegating authority for day-to-day input decision-making;
- specifying agent performance in terms of results they can control (outputs and financial performance - not outcomes);
- assigning accountability for such results;
- increasing the transparency of the accountability relationship;
- promoting communication between the parties;
- establishing clear reporting and monitoring processes;
- providing a basis for assessment of performance; and
- Providing a basis for renegotiation, should conditions change (Easterbrook-Smith, 1999).

To determine student academic achievement, the ongoing analysis of student achievement becomes an integral part of the teacher-evaluation system (Baltimore City's 2003 Performance-based Evaluation System Handbook). Within this context, teachers were expected to continuously analyse and use formal and informal student data to evaluate students' achievement and to plan and adapt their instruction accordingly in order to ensure improvements in achievement levels. As part of the drive to improve student achievements, classroom teachers were expected to document and discuss their improvement plans and practices, their efforts to increase attendance, and to engage parents through ongoing evaluation conferences throughout the school year. This system emphasises that the classroom teacher is accountable and takes personal responsibility for the progress of his or her students.

2.3.2 The implementation of performance contracts in Africa

In many African countries, the end of colonialism saw a tremendous expansion of the public service (Mutabaha, 2011). Mutabaha (2011) asserts that in Africa, employment in the public service (and in education) was used as a tool by leaders to reward personnel for their loyalty to ensure that essential services were not left in the hands of foreigners and/or people who were not loyal to the leaders. This situation led to the ballooning of wages.

This situation subsequently forced governments to borrow from multi-lateral lenders to meet operational costs (Lienert & Modi, 1997). Lenders - specifically the World Bank and the International Monetary Fund [IMF] - forced most African Governments to reform their public service sector under "structural adjustment programmes" (Mutabaha, 2011). This resulted in the introduction of PC in many African countries so as to improve public agencies' performance, to ensure that goals are achieved, and that quality control and effectiveness are promoted within budgetary constraints. Economic considerations therefore became paramount in the pursuit of quality and effectiveness in the public sector in general; and particularly in education.

Looking at the implementation of PC in African states, we note that in Ghana, a form of performance contract called the Civil Service Performance Improvement Programme (CSPIP) was introduced in the public sector in 1994. In this Programme, public

administrations were to engage with their “clients” and agree on performance improvement which would then form the basis of a performance agreement (Adei & Boachie-Danquah, 2002).

However, Adei and Boachie-Danquah (2002:4) state that “CSPIP seems to suffer from the usual implementation problem of public sector reforms because of lack of effective implementation and leadership”. Even though performance contracts had been signed by employees, the quality of leadership in the public sector was so poor such that contracts were not monitored, followed up, and analysed. As a result, data on the implementation of the CSIP was not generated and thus could not be used to improve the system.

Similarly, an initiative called *Towards New Public Service for Ghana* (2004:24) also commented that “the Ghana Civil Service is characterised by ineffective leadership and weak management, lack of vision, mission and clear direction, low morale, excessive bureaucratic delays, low capacity for planning and implementation, and an image of pervasive corruption”. If this reflects the true situation at the time of writing, then one could conclude that performance management in Ghana did not work effectively in the public service despite previous attempts such as the CSPIP.

The Government of Kenya introduced performance contracting in the public service as one of the tools to improve service delivery in 2004 (Armstrong & Baron, 2004). Performance contracting is being implemented in the majority of Kenyan Ministries, Departments and Agencies (MDAs), but since its introduction, only a few state corporations participated. Ngetich (2013) maintains that the decision to extend its coverage to all MDAs was as a result of the benefits that were beginning to manifest in participating institutions through improved administration, financial performance, and service delivery. In Kenya (*Citizen Digital, 2015*), the Teachers Service Commission sent a circular to all principals of schools and training institutions where it indicated that the Commission is mandated to monitor the conduct and performance of teachers in the teaching service through PC.

Mbua and Sarisar (2013) confirm that after the implementation of the PC in Kenya, teachers and public servants were for the first time required to work towards set targets, to draw out service charters with their clients, and to compare their performance with the best in the world. PC positively impacted on service delivery to the extent that they won

international recognition such that other African countries wished to learn from Kenya's experience (Government of Kenya, 2010).

However, the Kenyan experience revealed that PC drew the harshest criticism from teacher unions. Also, teachers and school administrators shifted the blame for poor performance on other factors such as social ills and funding issues, and appeared not to have been keen on the adoption and the implementation of PC. Teacher unions were identified as stumbling blocks in the implementation of PC in Kenya. They claim that they have not been incorporated into the process by the Government (Gaconi, 2007). Gakure, Muriu and Orwa (2013) contend that in Kenya, education policymakers have not yet succeeded in bringing teacher unions and professional groups on-board, and that these groups have adopted an adversarial bargaining stance, which may have contributed to the teachers' reluctance to accept PC. As a result, the teaching fraternity in Kenya has persistently resisted PC in schools leading to speculations that "teachers do not fully understand the concept and benefits of PC or if they do, then they have fundamental reasons for the outright rejection of the idea" (Oswago, cited in Mohamed, 2009).

Similarly, in 2006, the Government of Rwanda also came up with a form of public performance-based assessment tool for public officials. Here the tool of PC was known as *IMIHIHO* (Rwiyereka, 2014). These contracts were intended to draw on forms of traditional accountability in order to ensure that there could be "positive competition" that could reinforce local government performance (Rwiyereka, 2014:689). Through this approach, local governments were supposed to articulate their own objectives together with inputs and participation of local citizens (Scher, 2010). Here, the aim of PC was to design realistic strategies that could be implemented to achieve the agreed-upon objectives which had arisen from discussions with the local population through various forms of participatory inputs (Scher, 2014).

However, Ndahiro (2015) observed that public agents in Rwanda were called upon to implement predetermined PCs without being consulted about its operationalisation. Citizens, therefore, were reluctant to participate in the implementation of set activities, even though force and threats of fines were used to intimidate them. Indications are that in Rwanda, PC positively negatively impacted on service delivery on other sectors of the public service, and the economy (*IGIHE*, 2017).

Heystek (2015) states that in 2010 the Department of Basic Education (DBE) in South Africa started working on a performance agreement document to be signed by principals and deputy principals as an accountability measure, thus indicating that “this performance agreement would lead to change and development that would improve the academic results in underperforming schools”. This agreement and the process of developing it had to be negotiated with the Education Labour Relations Council (ELRC) involving the employer (DBE), and teacher unions as representatives of the principals and their deputies. However, by July 2012 the DBE and the unions could not reach an agreement and the result was that in South Africa formal performance agreement is still being revised by the DBE. So although countries such as South Africa could not yet implement performance contracts for teachers and principals, indications are that the idea of PC is gaining momentum in various parts of the world and in Africa. The assumption is that it would increase accountability and thus improve the quality of services rendered to the public.

2.4 PERFORMANCE CONTRACTING IN EDUCATION

In education, PC involves the establishment of a fairly definitive set of performance learning objectives, followed by evaluating student progress which reflects teachers' performance. As such, the implementation of PC in education implies that teachers are mainly held accountable because it is assumed that they are responsible for the management of the school, including student performance and outputs as an indication of school quality (Eshiwani, 1993).

Muraguri (2015) refers to PC in education as the agreement made between Ministries of Education and Training, through its principal secretaries and the Boards of Management (BOM) of the schools, and the teachers in the educational institutions. These PCs, which are part of implementing and achieving agreed targets, cascade into the different departments where teachers divide them into key tasks to be implemented in each of the departments, classrooms and subjects.

Gatere, Keraro and Gakure (2014:1010) describe PC in education as “a process where an employee is examined and evaluated based on pre-set standards for purposes of providing feedback to the employee (teacher) to show where improvements are needed

and why". According to James (2001), PC for teachers is appropriate for it provides the stand for teachers to breakdown strategic objectives into deliverables. In addition, PC provides a basis for monitoring and evaluation of teacher performance (Njoroge & Nyabuto, 2014).

However, for some, PCs are very controversial. This is because it requires using assessment results to measure effectiveness of instruction and educational output (Letangule & Letting, 2012). This issue has produced extensive interest and concern, not only among educators, but also among the general public (Muraguri, 2015).

Largely due to its envisaged benefits, the use of PCs has been generally acclaimed as an effective and promising instrument of improving the performance of public enterprises as well as Government departments, such as in education.

2.5 BENEFITS OF PERFORMANCE CONTRACTING IN THE PUBLIC SECTOR AND IN EDUCATION

The main focus of this section is to determine what, if any, the benefits of performance contracting are. This is generally regarded as an effort to institute a "framework of accountability to enhance service delivery" (Kemboi & Onyango, 2015:57).

Therkildsen (2001), postulates that if well executed, PCs could increase accountability by making it easier for managers to match set targets. Also, PCs "enable employees to provide regular feedback to managers on their progress towards the achievements of the agreed performance objectives" (Singh, 2010:33). Additionally, PCs also create the opportunity for managers to provide regular formal and informal feedback to the employees on management's progress towards the achievement of agreed performance objectives (Xavier, 2010). As such, it creates a platform for both employees and management to measure the extent of success (or failure) concerning agreed-upon targets, as well as providing information to strategize so that predetermined targets are attained.

According to Mutinda (2017), PC leads to improved public accountability which implies that systems are in place and are facilitated by public institutions to hold public officials to

account for their behaviour, actions and decisions. Enhanced accountability in the public service defines “who does what, when and how” (Ndubai, 2016:16). Provided that it is well-designed, performance feedback measures based on and informed by PC can help people identify their specific weaknesses and their strengths. Knowing exactly where the trouble spots are regarding a particular task, helps to pinpoint areas for remediation, and this would facilitate the achievement of agreed-upon targets and outputs.

Moreover, Mutinda (2017:1838) asserts that PC has “led to a competitive public service as compared to the old fashioned style as it also enhanced staff growth and development”. It therefore implies that PC not only improves the standing of public institutions, but that it also encourages the self-improvement of public servants. Hill and Gillespie (1996:45) agree that “performance contracting is expected to increase accountability because clear and explicit managerial targets, combined with managerial autonomy and incentives to perform, make it easier to establish the basis for managerial accountability and to achieve outputs”.

Rhys, Boyne and Walker (2011) aver that PC techniques such as the pursuit of targets and benchmark competition improve the effectiveness of public services and have a positive impact on outcomes. Johnes (2006) agrees that the purpose of PC is to create benchmark competition among public agencies and enterprises and it creates a public policy environment for other downstream reforms. Similarly, Muthaura (2008) contends that PC ensures that the Government-owned agencies become competitive and profitable in the current global competitive environment.

Furthermore, Kempe (2012:2) states that “where there is transparency, government officials will be prevented from exercising discretionary powers and will be taken to task by the public in general and the press in particular, for violating the terms of their PCs – which are public documents, open to scrutiny, and readily available”. Transparency, within PCs therefore, complements and reinforces predictability, reduces uncertainty, and inhibits and reduces the scope for corruption and unethical behaviour among public officials (Siegle, Weinstein & Haperin 2004). Greater transparency also “exposes the shortcomings and any deliberate secrecy or misreporting of the operations of any given public institution” (Xavier, 2010:16).

According to Harvey-Beavis (2003:8), “the most fundamental goal of PC in education is to increase student performance”. Odden (cited in Harvey-Beavis, 2003), argues that there is a causal link between the quality of teaching and the level of student outcomes, and this means that any method that increases the quality of teaching should also improve student outcomes. Therefore, “by introducing objective standards which can be used to determine whether teachers are skilled enough to increase the performance of students, will not only enable us to establish the quality of teachers, but also to improve their performance” (Harvey-Beavis, 2003:10).

It appears that PC is productive in many ways in that it could potentially serve to enhance accountability in teachers, principals and schools, and that it could enhance the motivation of teachers and principals to improve outcomes to achieve set targets. This all will be achieved on condition that PCs are effectively implemented and constantly monitored and evaluated. In addition, PCs could also result in and promote increased political and public support for education, and thus improve the management of a school which will ultimately have a positive impact on teaching and learning.

2.6 CRITICISM AND CHALLENGES OF PERFORMANCE CONTRACTING

Despite PC’s perceived positive outcomes, there are also certain criticisms and challenges levelled against it. Arguments are presented by a range of analysts concerning performance-based contract programmes for public sectors, including education.

Dye (1992) maintains that although proponents claim that PC yields various positive outcomes, measures which examine whether the outcomes achieved were worthwhile and contained any long-term benefit, may be difficult to measure objectively. In addition, PC also “fails in articulating precisely how the specific performance measure will be defined, calculated and reported on” (Mbua & Sarisar, 2013:58).

Greiling (2006) states that the effective implementation of PC is threatened by a lack of political ownership and support at the highest bureaucratic levels, low implementation capability, transfer and/or removal of staff in the middle of a contract, mergers and/or splits of ministries. Akaranga (2008) adds that PC implementation has been stifled by the lack of adequate resources which are utilised to coordinate activities within government

departments. These resources include financial resources (e.g. to facilitate activities such as training public officers on PC), but because of inadequate budgetary allocations, inconsistencies, and delays in the release of funds, the implementation of PCs had foundered. Kobia and Mohammed (2006: 23) agree that some of the problems experienced with the implementation of PC's include the lack of adequate resources, resources not being released timeously, unrealistic performance targets, and unplanned transfer of staff. It is for this reason that governments and those responsible for the implementation of policy should consider the pros and cons of the intended policy.

Muriu (2014:65) criticises the fact that “with the development of PCs, members of staff and/or those contracted under the PC, are rarely or not sufficiently involved in the drawing up of the contracts. This is because the task of determining targets and articulating outputs are still largely the preserve and the responsibility of managers; hence, this imposed top-down process is far from a collective one”.

Moreover, numerous analysts question the application and relevance of market ideas to teaching. This body of literature argues that education is for public good, and should not be analysed within a market framework. For example, Richardson (1999) questions the success of individual performance-based reward systems in the public sector in comparison to the private sector; and that the lack of success within the public sector and schools means that these private sector models are ill-suited to the public sector as teachers work with human beings, and not inanimate objects.

In education we develop human beings to acquire certain dispositions which are aimed at making them better people. Unlike in the private sector or business world where employees work with raw materials for production purposes, PCs in education potentially contribute towards an improvement in quality teaching-learning situations. It is especially this quality of PCs that resulted in many commentators linking it to neo-liberalism and its associated regimes of accountability.

2.7 PERFORMANCE CONTRACTS AND NEOLIBERALISM

According to Connell (2010:30) neoliberalism broadly means “the agenda of economic and social transformation under the sign of the free market”. Neoliberalism is also a

particular, “historically-generated state strategy to manage the structural crisis of capitalism and provide new opportunities for capital accumulation” (Jones & Ward 2002:489). Lipman (2011:6) refers to neoliberalism as “a collection of economic and social policies, forms of governance, and discourses and ideologies that promote individual self-interest, unrestricted flows of capital, deep reductions in the cost of labour, and sharp retrenchment in the public sphere.

Neoliberalism is not just “out there” as a set of policies and explicit ideologies, rather “it has developed as a new social imaginary, a common sense about how we think about society, and our place in it” (Petroni & Braglia, 2000:110). According to Connell (2013:105), neoliberalism has a definite view of education, by understanding it as “human capital formation”. For Kuehn (2008:57), the neoliberal model is superior to other areas of social science including the sociology of education - education is a “process of social reproduction”. It is because of its influence on every aspect of our reality that Rizvi and Lingard (2010: 34) claim that “neo-liberalism has underpinned education policy-shifts around the world”. Maistry (2014:182) also concedes that “neoliberalism is part and parcel of whatever we do and that it is entrenched in the education practice and in the profession”. Neo-liberalism is, amongst others, “characterised by merit pay for teachers and principals, and by the privatisation of education” (Small, 2009: 3). Since principals are primarily held accountable and blamed for the poor performance of schools, the control via regulations embedded in policy, becomes important to raise the quality of education and improve pass rates.

Davies and Bansel (2007:820) claim that “in education, neo-liberalism found expression in particular management technologies such as increased accountability measures and performance goals written into the contracts of management (or principals). Besley and Peters (2006) agree that issuing of short-term performance contracts for managers is characteristic of neoliberalism. As such, “the performance contract becomes a management tool that draws heavily on target-setting (improved pass rates), performance review (inspections), and the use of incentives (increased salaries) and sanctions (the termination of contracts) to reward appropriate behaviours and punish inappropriate behaviour or what is regarded as poor performance” (Stevenson & Wood, 2013: 50). Hence, within education, neoliberalism creates a climate of fear - fear for the

consequences of poor performance, fear for excessive surveillance and monitoring, fear for not being awarded a salary increase. This study maintains that within a neoliberal educational setting, socio-economic factors and conditions which might have an impact on learner-success and pass rates are disregarded.

Additionally, Brint (2006) asserts that under neo-liberalism, principals and deputy-principals are being re-shaped in the neoliberal imagination as a managerial class that is exactly parallel to corporate managers in the private sector; and schools are being redefined as firms competing with each other in a market. As such, firms need entrepreneurial managers to run them – not educators – so do schools also require managers to manage them and not necessarily teachers with teaching experience or principals.

2.8 PERFORMANCE CONTRACTS AND ACCOUNTABILITY

In education policy terms, accountability means that schools, not just the students, should be held accountable for the progress, or lack of progress, in every student's achievement (Frye, 2008). According to Holland (1998:13), “accountability is part of a broader integrated policy-package, providing [performance-incentives] for students, teachers, schools, or districts. Notions on the emphasis on accountability in education arose out of the realisation that excellent schools were necessary to attract new business and thus schools had to become self-sufficient (Heubert & Hauser, 1999). As a result, governments started expecting schools to deliver better results. In education, accountability also assumes that higher standards are set, that these are measured, and that incentives are provided in the form of reward and punishment (Public Agenda, 2002).

Accountability in education is commonly addressed through the use of administrative data-based mechanisms aimed at increasing student achievement (Figlio & Loeb, 2011). Therefore, PC encourages accountability from the principals and teachers, because there are set standards agreed upon that need to be achieved. For example, in Lesotho, there are inspectorates that visit schools to monitor and evaluate the performance of both principals and teachers on how they can improve their school's performance. Should the school perform poorly, the principals and teachers are held accountable for their performance; and measures are implemented to remediate the situation by analysing the

factors that could have led to poor performance. From a neoliberal perspective, good performance and good results lead to improve production outcomes, or better pass rates.

Neoliberal educational reform policies focus on the creation of curriculum standards (where the state defines the knowledge to be taught) and elements related to “accountability”. Mathison (2004:14) points out that “it does no good to establish expectations if one does not ensure that they are met, and if they are not met that there is a planned remedy”.

The dominant approach to educational accountability is an “outcome-based bureaucratic” one. Teaching and learning are driven by performance indicators such as benchmark scores, narrowing the curriculum, and producing a new regulatory culture of “performativity and fabrication” (Ball, 2004:12). Since education is presented as a quantifiable act focused on the achievement of targets, emphasis is placed on standardised tests (Small, 2009), high-stakes testing (Bradford & Shields, 2017), and other accountability measures.

Aligned to the above perspectives, Linn (2001:50) states that “the principal-agent problem provides a rationale for accountability: if stakeholders, be they parents, local firms or policymakers, have difficulty monitoring the activities of schools, then principals might behave in a manner contrary to the interests of these stakeholders”. In such a case, it would follow that more effective monitoring and demands for accountability could result in improved student, teacher, and principal performances (O’Day& Smith, 1993).

Anderson (2005) observes that in most results-based accountability systems, performance is publicly acknowledged and rewards, sometimes financial, are provided to those schools or individuals exhibiting high and/or improved performance. Schools that perform below the benchmark are provided with encouragement often through technical assistance (Anderson, 2005). Frye (2008), claims that policymakers and governments are today readily advancing and implementing strategies and proposals to ensure efficiency and accountability from the public education sector to achieve high outcomes.

However, in practice, the push for accountability has led to some unforeseen problems. Studies by the Thomas B. Fordham Foundation (2002), which evaluated accountability systems in the USA, gave “mediocre” marks for accountability systems that were based

on solid academic standards and tests that matched individual state standards (Cross, Rebarber, Torres & Finn, 2004:8).

Finn (2002) observes that where bureaucratic accountability dominates, the superior assigns tasks to subordinates where rules and procedures for doing the work are specified in advance, and criteria for good performance are established. The supervisor then observes the process and evaluates both the process and the results. This implies, amongst others, that principals are held accountable for management, leadership and the running of the school activities. More so, principals are also held accountable to ensure that agreed upon and specified targets and outcomes are achieved.

2.9 PERFORMANCE CONTRACT AND QUALITY EDUCATION

Many definitions of *quality in education* exist, testifying to the complexity and multifaceted nature of the concept. Terms such as efficiency, effectiveness, equity and quality, have often been used synonymously to define or explain the concept “quality” (Adams, 1993). Bernard (1999) offers various meanings to the concept “quality education” and these include: learners who are healthy, well-nourished and ready to participate and learn and are supported in learning by their families and communities; environments that are healthy, safe, protective and gender sensitive, and provide adequate resources and facilities; and content that is reflected in relevant curricula and materials for the acquisition of basic skills, especially in the areas of literacy, numeracy and skills for life, and knowledge in such areas as gender, health, nutrition, HIV/AIDS prevention and peace. Hence, quality education is not only essential for meeting people’s basic needs, but is also fundamental in fostering harmonious conditions for global peace and sustainable development (World Education Forum, 2015).

According to UNESCO, *Education for All* (Global Monitoring Report, 2005) two principles characterise most attempts to define quality in education: the first principle identifies learners' cognitive development as the major explicit objective of all education systems; the second principle emphasises education's role in promoting values and attitudes of responsible citizenship and in nurturing creative and emotional development.

For Van der Berg et al. (2011:13) quality education determines “how much and how well children learn and the extent to which their education translates into a range of personal,

social and developmental benefits”. In addition, according to the World Education Forum (2015), quality education entails a process through which trained teachers use child-centred teaching approaches in well-managed classrooms and schools applying skilful assessment to facilitate learning and reduce disparities. The purpose of PC is to enhance quality education; hence, the Government sets targets for public agencies and education departments to improve performance in school results. Therefore, PC leads to a good quality education, which means all learners are provided with the capabilities they require to become productive members of their societies and contribute to the enhancement of their individual wellbeing.

2.10 CONCLUSION

This chapter reviewed the literature on Performance Contracting (PC) in Education. Thereafter an analysis of the definitions of PC was presented. The link to the origins and purpose of PC in the public sector and education system was explained. It was also important for this study to investigate the context in which PC is practised. This led to the describing of the benefits (effectiveness) of performance-based systems in education. In addition, a discussion followed on how PC can contribute to effective teaching and learning which included criticisms on the PC system in relation to public sectors and education. In the next chapter (2), a policy analysis is done of the Lesotho *Performance Contract Policy* [PCP] (2011).

CHAPTER THREE

ANALYSIS OF THE LESOTHO PERFORMANCE CONTRACT POLICY (2011)

3.1 INTRODUCTION

Chapter one specified the aim of this study as being an exploration of the experiences of Lesotho teachers, principals and other stakeholders with regard to the implementation of the *Performance Contract Policy* [PCP] (2011). Chapter two (2) dealt with the concept of performance contract with its aims and objectives, including international trends on the implementation of performance contracts. In this chapter, I will, by means of a critical policy analysis instrument, analyse the *Performance Contract Policy* (2011) as well as related national education policies of Lesotho. This analysis will focus on the context and the content of the PCP, including the consequences of its implementation.

3.2. EDUCATION POLICY

Most governments typically use customs, laws, and institutions to exercise political, executive, and sovereign power with the intention of managing a state of wellbeing that benefits all aspects of community life; this is specifically done by setting and administering policies which are basically principles of action proposed by a governing body or a government (Stone, Maxwell & Keating, 2001). With regard to an education policy, Hartshorne (1999:5) states that it is “a course of action adopted by government through legislation ordinances, and regulations, and pursued through administration and control, finance and inspection, with a general assumption that it should be beneficial to the country and its citizens”. The assumption therefore is that policies should benefit the people it is intended for.

Harman, cited in Taylor, Henry, Rizvi and Lingard, (1997:24), defines policy as “the implicit or explicit specification of courses of purposive action being followed or to be followed in dealing with a recognized problem or matter of concern, and directed towards the accomplishment of some intended or desired set of goals”. This definition gives the simplistic view that there is general agreement when policies are designed, and that they are implemented in a straightforward way, feeding. Furthermore, this view of policy

reflects functionalist assumptions about the way society works; that is, society is underpinned by a value consensus, and that the various institutions in society contribute to the ongoing stability of the whole. This contrasts with the view that society comprises competing groups with different values and different levels of access to power.

Furthermore, UNESCO (2013:7) defines policies as “broad statements that set out a government’s main goals and priorities”. These policies should be in line with the country’s Constitution and should be sector-wide (e.g. the education sector policy) or specific to a sub-sector (e.g. primary education) or to a certain issue (e.g. low enrolment rates in education). From these definitions one discerns that policy entails action adopted by those in power, or governments, and that it seeks to guide and regulate what it assumes to be beneficial to the country and its citizens.

However, education policy is more than merely a guide for action; rather it is also regarded as text. Ball (cited in Fimyar, 2014:8) indicates that “perceiving policy as a text rests upon the findings of literary theory which views policies as representations which are encoded in complex ways (through struggles, compromises, authoritative public interpretations and reinterpretations) and decoded in complex ways (through actors, interpretations and meanings in relation to their history, experiences, skills, resources and context)”. Moreover, Ball (1993:11) describes policy texts as the “product of compromises at various stages”. This includes compromises at the point of initial influence - in the micro politics of legislative formulation, in the parliamentary process and in the micro politics of interest group articulation. So, as text, a policy is a product of various influences, dominant with the ideals and aspirations of various factors involved in its development. Moreover, “education policy is not confined to formal relationships and processes of government, nor to schools, teachers, and legislation” (Ozga, cited in Fimyar, 2014: 3). Rather, a broader definition of education policy requires that we understand it in its political, social and economic contexts as these are relevant for they shape education policy in various ways.

For Waghid (2003:4), education policy relates to the “formulation of a set of justifiable prescribed actions to be implemented in education systems according to a coherent framework in order to develop them”. As part of a bigger policy framework that governments put in place in order to ensure the smooth governance of a country, one

could argue that an education policy articulates guidelines to achieve an ideal education and schooling system. It is in line with these views that policymakers in education develop strategies for educational development, including “mobilising support and cooperation for implementing the vision and strategy from a wide range of constituencies” (Haddad, 1995:18). As a policy, the *Performance Contract Policy* (2011) should therefore provide guidelines on how to achieve the vision of quality education, better performance in schools, and accountability from principals and teachers. It is with this assumption in mind that a policy analysis of the *Performance Contract Policy* (2011) will be undertaken in this study.

3.3. POLICY ANALYSIS

Policy analysis is “a rational, systematic approach to making policy choices in the public sector” (Codd, 1988: 235). Policy analysis is also a process that generates information on the consequences that would follow the adoption of various policies. According to Warren (2000:12), “policy analysis uses a variety of tools to develop particular information and to present this information to parties involved in the policymaking process in a manner that helps them to make a decision”. Warren (2000:13) further notes that “policy analysis is variously performed in government’s independent policy research institutions and in various consulting firms”. In this study the focus is on examining the prevailing policy, namely the *Performance Contract Policy* (2011).

Heidenheimer, Hecllo and Adams, (1990:22), states that policy analysis is the study of “how, why and to what effect governments pursue particular courses of action and inaction”. Bardach (1996:1) defines policy analysis as “a process that generates information on the consequences that would follow the adoption of various policies”. Furthermore, Cloete and De Coning (2011:8) define policy analysis as “an applied social science discipline which uses multiple methods of inquiry and argument to produce and transform policy-relevant information that may be utilized in political settings to resolve policy problems”. For McMillan and Schumacher (2001:545), policy analysis “evaluates government policies to provide policymakers with realistic action-orientated recommendations”.

In relation to the processes of policymaking, we need to observe politics in action, tracing how economic and social forces, institutions, people, interests, events and chance

interact. Issues of power and interests therefore also need to be investigated, in addition to asking critical questions of who is involved in policymaking, how processes of consultation are arranged, and whose interests they serve (Taylor, et al., 1997).

Berkhout and Wielemans (1999:419) warn that “education policy analysis should not be seen as the accumulation of neutral facts but rather as a reflective process continuously in need of reassessment of its own constitutive role in the shaping of the educational future and therefore of the value and purposes of this public domain”. Moreover, a policy analysis is undertaken to serve either as the force for a new policy or to critically evaluate the present policies.

I am particularly interested in the conceptualisation of policy analysis that provides for a critical examination and evaluation of policies. Dale (in Taylor et al., 1997:52) points out that “critical social science makes a distinction between the making and taking of the problems for research analysis, arguing that a critical approach requires a more sceptical engagement with social problems as constructed by governments and the media”. This is an insight which has a particular relevance to policy analysis, given that policies are developed to solve social problems. Taylor et al. (1997:53) further indicate that “policy analysis must scrutinize the ways in which a given policy constructs policy problems and their context, including the way the context has been framed, in terms of global imperatives”.

The traditional view of policy analysis makes a sharp distinction between policy development and implementation (Taylor et al., 1997). Once the policies have been developed they have to be implemented in and by organisations. As a result, I am more inclined to the views of Taylor et al. (1997: 44), for whom policy analysis as a process “involves more than a narrow concern simply with a policy document or text”. Troyna (1994:2) emphasises that “critical social research, such as a critical orientation towards policy and policy analysis, includes an overt political struggle against oppressive social structures, and practices”. Ball (cited in Taylor et al., 1997:38), in reflecting on critical policy analysis, states that “an open and creative approach to policy analysis emphasizes finding the appropriate theory and concepts for the task at hand, rather than narrowly applying particular theory which may close off possibilities for interpretation”.

I therefore propose to use critical policy analysis to analyse the *Performance Contract Policy* (2011). A critical policy analysis will enable me to discover and overcome obstacles using a democratic planning process to expose the ways in which the PCP is set and framed in favour of dominant interests (Taylor et al., 1997). It is also envisioned that critical policy analysis will enable me to uncover implicit and deliberate factors embedded within the PCP (2011) and its processes which might be used to maintain the status quo and so obstruct its effective implementation.

The *Performance Contract Policy* (2011), as the framework for the Lesotho Ministry of Education and Training (MOET) and public schools, will subsequently be analysed within the framework of the critical policy analysis approach as suggested by Taylor et al. (1997). Whilst a policy analysis can be undertaken for several reasons, it is the framing thereof within the context of the critical policy analysis (CPA) that has reform and change as its primary concerns (Taylor et al., 1997).

3.4. A FRAMEWORK FOR POLICY ANALYSIS: CRITICAL POLICY ANALYSIS (CPA)

McDonnell (2009:45) claims that “a growing number of policy researchers have shifted from traditional approaches, and used critical frameworks to interrogate both the beliefs and practices associated with traditional work as well as the policies, insights, and recommendations that result from such work”.

For Diem et al. (2014:1073)

[C]ritical theories are particularly beneficial as they facilitate the exploration of policy roots and processes and how policies presented as reality are often political rhetoric. Critical theories expose how knowledge, power, and resources are distributed inequitably; how educational programs and policies, regardless of intent, reproduce stratified social relations; how schools institutionalize those with whom they come into contact; and how individuals react to such social and institutional forces.

Moreover, CPA assumes that policies are historically informed and not devoid of their particular histories. In this regard Taylor et al. (1997:20) assert that “CPA pays attention not only to the content of the policy, but also to the processes of policy development and implementation”. It is assumed that these processes do not take place in a vacuum, but

that they are indeed informed by a particular history and context. Hence, CPA also focuses on the context of a policy (Taylor et al. 1997). In this regard, Ball (cited in Taskoh, 2014) also suggests that policy is historically and socially situated and infused with the values of its authors or policy researchers.

Further, Taylor et al. (1997) agree that a major task of CPA is to investigate the ways in which key terms are used and the extent to which particular policies and practices are consistent with our moral vision for education that has both individual and social purposes to instil relevant capacities and qualities in students to help them to lead creative and fulfilling lives and to create the conditions necessary for the development of a caring and equitable society. In this way, critical policy analysis is anchored in a particular vision of a moral order. The moral vision of the Lesotho Constitution (1993: Section 28a), is to ensure that education is directed towards the full development of the human personality, and imbues a sense of dignity while strengthening the respect for human rights and fundamental freedoms. As such, education in Lesotho is geared towards much more than simply to develop particular skills that would be of economic importance, but rather to also advance the principles of the Lesotho democratic project and to develop positive associated values and dispositions in learners.

Taylor et al. (1997:15) also assert that “education policy in particular, is value-laden”. Similarly, Codd (1988) notes that policy formulation treats the provision of education as a set of means to given ends and that these ends are expressions of educational aims and belong within the domain of values. This implies that values not only influence the policy’s process, but that policies as products of a value-laden process are subsequently embedded with particular values. As a result, CPA conscientises me as the researcher to be sensitive and cautious of the values embedded in a particular policy, and particularly those embedded in the PCP (2011). This is confirmed by Fischer (2003) who maintains that critical policy analysis exposes the values underlying policy issues and their proposed solutions. Critical policy analysis, in this study, aims to investigate underlying assumptions and values of policy and suggests how those values can be corrected by analysing representative policy resources in order to properly understand the implied and indirect values of policy text and discourse (Rizvi & Lingard, 2010).

This, according to Fischer (2003) includes an analysis of, for instance, how values and policies are perceived and framed by the various policy actors; and understood and experienced by intended audiences in their daily lives and professions. Therefore, working with the assumption that policies are value-laden, the use of CPA should enable me to explore and interrogate the values and assumptions that inform the *Performance Contract Policy* (2011). More so, it might enable me to establish which and whose values are reflected in this particular policy text and why those values were chosen.

According to Joo and Kwon (2010:224), the general notion of CPA “refers to an approach to policy investigation with particular emphasis on criticality, whereby it is possible to identify policy outcomes as well as processes”. Critical perspectives that guide analytical processes of CPA are key to grasping problems of the target policy by pointing to underlying values of the policy and understanding how such values relate to complex policy mechanisms such as associated structures, contents, and features. In this regard, CPA sheds light on “undervalued dimensions of policy by means of analysing pertinent policy descriptions” (Joo& Kwon, 2010:225).

In sum, critical policy analysis enables me to understand the context in which the PCP (2011) policy was developed, establish how policymaking processes were arranged, assess its content in terms of a particular set of educational values, investigate whose interests the policy really serves, and examine how these influence the implementation and the outcomes of the PCP (2011). Consequently, a critical policy analyst must be able to critically interrogate why the PCP (2011) was designed in a specific period of time and how it is put into practice. In addition, CPA should also enable me to interrogate the values reflected in the PCP (2011).

It should be noted that the critical analysis of policies provides for the consequences of its implementation (Taylor et al., 1997). However, in this study I will only focus on the context and content of the *Performance Contract Policy* (2011) which must be read within the broader context of the *Constitution of Lesotho, Education Act* (2010), *Codes of Good Practice* (2011), and other applicable national policies. As such, as a policy text, the PCP (2011) should be regarded as being linked to other texts and read in such a way. Taylor et al. (1997) refers to this phenomenon as intertextuality which means policies are often

related to the development of other related policies (Taylor et al. 1997). For Voithofer (2006:204), intertextuality reminds us that the discourse within a particular text does not exist in a vacuum but that policy text is related to what precedes and follows it.

Accordingly, CPA should not only enable me to “read” the *Performance Contract Policy* (2011) in relation to other relevant policies, but also help me to interpret it and understand it in relation to its broader policy context. Joo and Kwom (2010:225) contend that, “the overall intent of CPA is assessing the dominant conception of policy and its related problems that cause and reproduce the current system and structure of educational practice”. Similarly, it investigates underlying assumptions of policy and suggests how these problems’ so-called “missing” values, can be corrected by analysing representative policy resources. The *Performance Contract Policy* (2011) and related policies will subsequently be analysed in this study by exploring its context and content. What follows next is the analysis of the PCP (2011) in terms of its context.

3.4.1. Content Analysis of the PCP (2011)

Context depends on systemic factors such as those related to the political, economic and social spheres, as well as being linked to national and international influences which may have an effect on education policy and the policy process (Jie, 2016). Taylor et al. (1997) argue that a content analysis can only be effective if the nature of the context within which policies are made and implemented is clarified. This is because policies do not exist free of any context, neither do they operate within a vacuum. Taylor et al. (1997) further state that there is general agreement among most policy researchers that there is a need to consider both the micro and macro contexts within which policies are analysed. Micro-level analyses of policy documents concern the small-scale processes whereas the macro-level concerns large-scale processes. It is particularly the macro-level policy analysis that enables one to place education policymaking within its broad economic, social and historical contexts.

These factors and contexts in one way or the other shape the policy process as well as the policy text and the outcomes thereof. Factors might include the influence of parties with vested interests in policy processes, the professionalism and capacities of public administration, levels of corruption, the availability of monetary resources, the beliefs, ideologies and frameworks that make some interventions appropriate and others

impossible (Ball, 1994). It therefore appears that a critical policy analysis of the PCP (2011) should consider both previous and contemporary developments and initiatives which inform policymaking.

However, political, economic, social or cultural factors vary from one country to another, and from one context to another, having been shaped by history, and change over time. Although these context-specific factors present challenges to international comparative policy analysis and policy transfer (OECD, 2013), it helps us to answer “why” and “why now” questions pertaining to a policy (Taylor et al., 1997). Arising from these questions one is able to determine what the reason behind the development of a particular policy is, and also why there was a need to develop this specific policy in a specific time period. When considering the PCP (2011), one therefore needs to ask two questions:

- Why was the Performance Contract Policy (2011) developed?
- What reality (context and factors) informed the development of the *Performance Contract Policy* (2011)?

An interrogation of these questions will provide answers from which one can deduce not only the aims and objectives of the PCP (2011), but also the historical background which influenced the structuring of the policy.

The context within which the *Performance Contract Policy* (2011) in Lesotho was formulated and implemented in 2011 has already been referred to in chapter one. The ideology of improved performance and accountability in education has shaped to a large extent not only education in Lesotho, but also led to the formulation of the PCP (2011). In addition, increased emphasis on accountability especially as it relates to the management of schools and classroom practice, resulted in measures in education where performance indicators are determined by the success of teachers and school managers in upgrading overall school performance. Informed by the mantra of “improved quality in education”, the PCP (2011) was primarily developed to realise excellence in education in Lesotho, especially via methods of performance contracting.

It was against this background that in 2011, MOET decided to lay down guidelines in the form of the PCP (2011) which were supposed to guide education in Lesotho so as to

improve performance, accountability and quality in education. The development and implementation of performance contracting is congruent to the *Lesotho Education Act of 2010* which not only provides for, but also commands the development and implementation of policies. These policies will not only advance, amongst others, quality performance and accountability in education, but also give effect to the right to basic and free education which should be accessible to all. It would therefore not be in the interest of Lesotho and its people to have education policies which oppose the Constitutional imperatives which may jeopardise the aims and objectives of education, and subsequently the vision for Lesotho.

3.4.2. Policy Content

Codd (1988:235) indicates that “policies are typically promulgated through official written documents”. For Taylor et al. (1997:48), “policy content refers to the actual text”. However, we should bear in mind that policy content is more than just text; rather, policy content is dynamic and interactive and it represents political compromises between conflicting images of how educational change should proceed (Taylor et al., 1997). Codd (1988:235) agrees that policy documents fundamentally constitute the official discourse of the state in “which language serves a political purpose, constructing particular meanings and signs that work to mask social conflict and foster commitment to the notion of universal public interest”. So, whilst policy content represents operational instructions and intentions, we should also be wary of the fact that as text, “policies contain negotiated content and should therefore be treated as a political activity which has been subjected to political decision-making and is therefore rife with political discourse and messages” (Taylor et al., 1997:38).

Further, policy statements are extremely diverse depending on the organization and intent, and may take almost any form (Irani & Noruzi, 2011). So, “although various policy texts have different aspects included in their content or as part of the text, there are some similarities as far as these aspects are concerned” (Vargas-Hernandez, et al., 2011:5). In this regard, policy text in general commonly contains, as part of its content purpose statement, why the organisation is issuing the policy, and what the desired outcome of the policy should be. In addition, it explains its applicability and outlines the scope, describing who the policy affects and which actions are impacted by its prescription, the

effective date when the policy comes into force, a section on responsibilities indicating which parties and organisations are responsible for enacting individual policy statements. Moreover, policy also contains specific policy statements, which indicates the specific regulations, requirements, or modifications to organisational behaviour that the policy is creating.

Taylor et al. (1997:4) point out that discourse theories have enhanced the scope of critical policy analysis in a number of ways. The most obvious influence is the increasing focus on policy documents as *texts*, but discourse theories can also be drawn on to explore policymaking processes within the broad discursive field in which policies are developed and implemented. In other words, they involve great attention to detail in policies that are developed to solve a particular problem. It is therefore to be anticipated that their content will focus on addressing the articulated problem. To this effect, the analysis of a policy in terms of its content, aims at answering the “how” and “what” questions of the policy (Taylor et al., 1997:49). With the “how” question(s) a person attempts to establish how a policy anticipates to address a particular problem. Answers to the “what” question(s) not only shed light on the expectations of the policy, but also on how the policy will achieve these expectations. With reference to this study, these questions are translated as:

- What does the *Performance Contract Policy* (2011) and related policies want to achieve?
- How does the *Performance Contract Policy* (2011) propose to achieve this aim?

Taylor et al. (1997:19) argue that “if the values of justice and participation are central to education, then critical policy analysis must pay attention not only to the content of the policy, but also to the processes of policy development and implementation”. From this, it appears that “analysing policy simply in terms of the content or words written in it, will result in us overlooking the nuances and subtleties of the context which give the text or content meaning and significance” (Taylor et al., 1997: 15). Hence, Taylor et al. (1997) reject the positivist assumption that social scientific knowledge can be value-neutral. They thus deny the fundamental distinction between policy analysis and policy advocacy. Rather, what they see when they examine the process involved in the development and

implementation of any particular policy is “framed by larger questions which are themselves linked to the normative positions they might adopt about education and its role in creating conditions for social reproduction or transformation” (Taylor et al., 1997:27).

Taylor et al. (1997:27) add that “when analysing the policy, one concludes that there are competing interests in the policy process and that policies represent compromises over struggles”. This highlights the value-laden nature of policies and again emphasises the highly political nature of policy-processes. There are debates within sociology about whose values are allocated in the policy-process and whose interests these values represent. First, there are those who accept a dispersal of values and power throughout society and argue that governments attempt to please as many interest groups in the policy-process as possible. Prunty (1985:137) defines policy as the “authoritative allocation of values” in recognition of the fact that policies are never value free and that power and control are central in policy processes”.

Moreover, Taylor et al. (1997) state that governments typically use public policy for the management of change. However, the question remains as to how and towards what end change is managed, and in whose interests. These are central questions, especially in critical policy analysis with its particular focus on change.

To summarise, we can say that there is more to the content of a policy than what is written down and what we read. Not only will a content analysis of the PCP (2011) and related policies enable us to explore its intentions and operational directives, but also to uncover the “real” aims, assumptions, values and principles that inform the PCP (2011).

3.4.2.1. Aim of the Performance Policy Contract (PCP) (2011)

According to the *Lesotho Education Act* (MOET, 2010: Section 3), the overarching goal of the education policy is to make provision for education for all in accordance with the provisions of Section 28 of the Constitution; and to clarify roles and responsibilities of persons tasked with the administration of education. Educational and management processes must therefore promote education services provided by the MOET by, for example, distributing available resources within reasonable distance to every district; and decentralise educational services in consultation with the Minister responsible for local government (MOET, 2010: Section 5).

According to the MOET (2011), the purpose of the PCP (2011) is to ensure that school management systems focus on achieving the desired results and that a framework of accountability with the aim of improving the quality of education in Lesotho is implemented. This intervention was deemed necessary to improve education outcomes in the Lesotho education sector as the “overall performance of Lesotho education was very poor” (*Sunday Express, 2011*), and as such threatened the development of the country and the progress of the Basotho people. Efforts to improve the quality of education through performance contracts are in line with the Constitution of Lesotho (1993: Section 28) which developed applicable education legislation which endeavours to make education available to all; and to adopt policies aimed at securing that education is directed to the full development of the Basotho people. In this regard the PCP (2011) therefore responds to Constitutional imperatives.

3.4.2.2. Administration of performance contracts

For Urwick (cited in Zengele, 2014:11), administration as a function is concerned with the “determination of the corporate policy, and management is the function concerned with carrying out of policy within the limits set up by administration”. Zengele (2014:12) suggests that in practice, “administration is primarily used for more routine duties, that is, duties that are reactive in nature and which are principally related to execution of management decisions”, adding that education departments are sometimes called the “gestalt administration”, which suggests that there is a comprehensive structure which makes education, and thus also education management, possible.

The *Lesotho Education Act* (MOET, 2010: Section 20) stipulates that:

- a principal of a public school is appointed by the appointing authority on terms and conditions as may be specified by the Minister in consultation with the Minister responsible for finance and for a period not exceeding five years;
- a principal of an independent school shall be appointed by the appointing authority on such terms and conditions as may be determined by the proprietor;
- a person appointed as principal shall, at the time of appointment, be registered as a teacher under the Teaching Service Commission;

- the terms and conditions of appointment of a principal in an independent school shall be determined by the proprietor of such school in consultation with the Minister;
- a principal who is already permanently appointed in accordance with the Education Act shall have the option to either retain his or her position or be appointed under sub-section (2); and
- a principal is subject to the disciplinary code of teachers.

The *Lesotho Education Act* (MOET, 2010) acknowledges that there is no formal and official policy to guide the performance contracting of principals. What is used in Lesotho to guide principals is a contract that the MOET and principals enter into. What this study will use in the analysis process is the actual contract that the MOET enters into with principals. This contract has certain pronouncements and certain expectations are outlined. It also makes provision for intertextuality by indicating that pronouncements made in it should be read in conjunction with other policies and Acts such as the *Lesotho Education Act* (2010) and other Laws of Lesotho (MOET, 2011: Section 8). This Contract will therefore be analysed in conjunction with the stipulations of the *Lesotho Education Act* (2010) and any other relevant policy document in order to come to a better understanding of what the expectations and responsibilities of both MOET and school principals are as they enter into the *Performance Contract Policy* (2011) with one another.

The MOET's *Performance Contact Policy* of 2011, Section 2(a) to (h), prescribes the responsibilities of principals. Accordingly, it stipulates that a principal is responsible for the organisation, management and day-to-day running and leadership of a school. As such, the principal is supposed to perform duties assigned to him or her as the chief accounting officer of the school. These duties are articulated and clearly outlined in the *Lesotho Education Act of 2010* (MOET, 2010: Section 21). In his or her capacity, the principal is also responsible to the school board for the control and use of school funds. The principal is furthermore responsible for ensuring that records of income and expenditure of the school are maintained, and he or she should prepare an annual budget for a school and submit it to the school board for its approval (MOET, 2010). In line with this, the *Lesotho Education Act 2010* states that within three months of the end of each

school year, a principal shall submit a financial statement of the school to the school board for its approval, and shall perform other duties as may be prescribed by the Minister or delegated to him or her by the school board.

In addition, a principal is also responsible for maintaining and/or developing management records of a school as stipulated in the regulations recommended by the MOET (2010) via the Minister under the *Lesotho Education Act of 2010 Section 21 (e)*. Principals are also expected to ensure that meaningful teaching and learning takes place at the school so as to improve the school's performance and to secure quality education. One way of ensuring this is to "discipline" erring teachers under his/her (principal's) supervision in line with the disciplinary *Code of Good Practice (2011)*.

Apart from disciplining teachers, the principal should also maintain and enforce discipline in the school which he/she is heading, and shall, within two months of the commencement of a new school year, provide accurate statistical returns as stipulated in the regulations of the MOET (2010). It is assumed that when the *Performance Contract Policy (2011)* stipulates that principals will be responsible for the organisation and day-to-day running of the school, it is actually referring to functions and responsibilities as outlined in the *Lesotho Education Act (2010)*. By therefore entering into a performance contract agreement with the MOET, principals are expected to diligently discharge these duties, and failure to do so could imply the non-implementation of the PCP (2011) which could result in disciplinary action being taken against principals.

Regarding the responsibilities of the MOET in PCP, it is stated that six months before the end of the term of contract, the inspectorate from the MOET will initiate a process of evaluating the performance of the principal based on the terms of the contract and other such provisions as the *Teaching Service Regulations* may stipulate (MOET, 2011). However, these "other such provisions" are not stated in the PCP (2011), as a result, the stipulations in the PCP (2011) become open to misinterpretation and to possible misuse.

3.4.2.3. Termination of the performance contract (2011)

According to LaMance (2018), the termination of a contract is an act occurring when two parties break an agreement which was set between them showing a relationship that they

have had either socially or economically. Parties are generally in breach of contract, when, despite agreeing to provide services from both parties to each other, one of the parties decides not to honour that agreement. The implication of the termination of a contract means that the agreement that was between the parties is no more recognised by them. The parties may terminate a contract even when they do not fulfil to the end the primary obligations required by a contract. Thus, non-performance of the required duties and obligations by either or both parties may lead to the termination of a contract.

In the PCP (2011) it is stated that the contract between principals and the MOET (Section C) is terminated when “the parties to the contract are released from their contractual obligations”. As such, the PCP could be terminated under various conditions which include ill-health, misconduct, dismissal, or voluntarily termination by either one of the parties (MOET, 2011: Section 4).

(i) *Termination due to ill-health*

In terms of the termination of the performance contract due to ill-health, it is stated that the performance contract shall be terminated “if it has been certified by a duly constituted medical board appointed by the Government, that [a principal] is incapable, by reason of any infirmity of mind or body, of rendering further efficient services” (MOET, 2011). In Lesotho, certain limitations apply under which an employer may terminate the employment of an employee; for example, the *Lesotho Labour Code* (2006) Section 235 determines that an employer may not terminate the employment of an employee solely on the grounds of the employee’s HIV status.

In addition, the *Labour Code* (2006) also states that should an employee become too ill as determined by a medical practitioner to continue in employment, the provisions of the principal law (original Labour Code of 1992 before it was amended in 2006) which deal with incapacity on the grounds of ill health, shall apply. A contract may also be terminated for reasons of an illness or accident which incapacitates the employee for more than 30 days and the employee is unable to fulfil the conditions of the contract (*Labour Code Order*, 1992). Furthermore, the *Labour Code* of 2006 regards any action taken by the employer which contravenes the provisions as stated above as being unfair, and thus contestable in a court of law.

Moreover, the *Conditions of Lesotho Service and Employee Policy* (Help Lesotho, 2016), also makes pronouncements and lays down guidelines with regards to the termination of a contract and the subsequent termination of employment based on non-disciplinary reasons. Under this policy, it is regarded fair to terminate an employment contract if the employee and employer mutually agree to it; and on medical grounds upon the recommendations of an official medical doctor.

(ii) *Termination due to negligence, misconduct or insubordination*

According to the *Performance Contract Policy* (2011: Section b), the contract may be terminated if a person “any time after the signing [t]hereof neglect or refuse to do the job”. Moreover, the contract might also be terminated in the event that an employee is found guilty of misconduct or negligence which disables him or her to perform any of his or her duties or to comply with any order. In addition, the performance contract may also be terminated in the event that an employee discloses any information of the affairs of the Government to an unauthorised person. Under these conditions, the School Board of a school where such a person is employed (as a principal) has the responsibility to recommend termination to the Teaching Service Commission (TSC). It is important to note that such a recommendation can only be made after due processes of the law had been followed and a principal or employee was found guilty. The implication of this is that a principal, once found guilty, and the contract subsequently terminated, will not enjoy or will not be entitled to any privileges, rights or advantages promised under the PCP (2011). This is according to the PCP [2011] (MOET, Section 4) which states that “all rights and advantages reserved to him or her by this contract will no longer be applicable and shall cease”.

Section 4(f) of the PCP (2011) also stipulates that in the event that a principal is found guilty of misconduct after following due process, the PCP (2011) may instantly and at any time, be terminated by the employer, without giving 3 months’ notice. So, although it is required from the MOET to give 3 months’ notice upon termination of the PCP (2011), this stipulation ceases to be effective in the event that a principal is found guilty of misconduct. Rather, under such conditions, MOET may at any time terminate the contract of such a person. In the event that the contract of a principal is terminated by way of dismissal, he/she shall forfeit all rights and privileges, including gratuity. However,

if the contract is terminated, prior to its expiry by means other than dismissal, the employee shall be entitled to gratuity paid on a pro rata basis (MOET, 2011).

(iii) *Voluntary termination of contract*

The *Performance Contract Policy* (MOET, 2011) makes provision for the voluntary termination of the PCP (2011) by the employer or a principal, at any time before the expiry of the specified period, provided that three (3) months' notice is given. However, the PCP (2011) does not stipulate under what conditions this may happen. It furthermore does not give guidelines as to what principals must do when they want to voluntarily terminate the contracts and what are the procedures they need to follow. The *Labour Code Order* (1992) in Section 64(1) adds that upon the voluntary termination of a contract, the employee shall be paid a sum equal to all wages and other remuneration that would have been owing to the employee to the expiration of any notice of termination which may have been given or which may have given or which might then have been given.

3.4.2.4. Gratuity

According to Bhasin (2008:2), "gratuity is part of a salary that is received by an employee from his or her employer in gratitude for the services offered by the employee" – it is one of the many retirement benefits offered by the employer to the employee. Sengupta (2018) adds that it has always been rightly said that loyalty is a trait that must be awarded, and employers also believe in this principle and show gratitude to their retired employees for their service and loyalty by giving them gratuity.

However, an employer is not compelled to pay gratuity to every employee post-exit (Sengupta, 2018) as the payment of a gratuity is not linked to any particular reason for exit from the job, as the reason could vary from something as natural as age to something caused due to the employee's own volition such as a better job opportunity. In most cases, an employee must have worked for the employer for a specified number of years to qualify for a gratuity benefit.

In the case of Lesotho and particularly with regards to the PCP (2011), it appears as if a gratuity is payable after 12 months of service to the MOET. In this regard the *Performance Contract Policy* (2011) pronounces that a gratuity shall be payable at the effective termination date of the contract, and only a teacher who has worked for a period of 12 months and above under the PCP (2011) is eligible to such gratuity. With this stipulation, the MOET effectively promised cash pay-outs in the form of gratuities to all contracted principals who served for a period of 12 months or more. The implication is that principals will be entitled to a gratuity either after twelve months of service or any time thereafter in the event that the contract is prematurely terminated. However, it must be noted that the termination of the contract should be either due to ill-health or voluntary cessation. Principals found guilty of negligence or misconduct or insubordination are not entitled to claim or receive any gratuity at any point of exit. Bearing in mind that the performance contract between MOET and principals is signed for a period of five years, the assumption is that after five years of service principals would be eligible for gratuity.

Various models and formulas are used to determine the gratuity amount payable to an employee on retirement or at the termination of a contract. For example, Dasgupta (2018) asserts that the gratuity amount depends upon the 5 year's work of service and the last drawn salary of an employee. This is calculated according to a particular formula which takes into consideration the basic salary plus dearness allowance, and the number of completed years of service. In Lesotho, under the PCP stipulations (2011), gratuity is calculated at the rate of 25% of the gross salary earned multiplied by the number of years worked. This amount represents the gratuity that principals agreed to when signing the performance contracts with the MOET which they are entitled to upon termination of their performance contracts.

The *Performance Contract Policy* (2011) indicates that contracted principals shall be remunerated according to the teacher's salary career structure. *The Salary Structure 2009-2017* policy stipulates the remuneration of teachers in Lesotho. According to this *Salary Structure* document (Ministry of Public Service, Circular Notice No. 10 of 2017), a principal of a small school ranked within a point 73-pay rank range, gets M157656.00 per annum, the principal of a medium school, point 78-pay rank gets M187 344.00 per annum, whilst the principal of a large school gets M233 208.00 per annum (M (maloti)). The

school sizes are determined according to number of registered learners per school. As part of their gross salary, after retirement, principals would therefore be eligible to a 25% pay-out for gratuity, and 75% would be part of the pension.

The PCP (2011) is very clear that a person is entitled to a gratuity even if that person or MOET terminates the contract prior to the completion of the 5-year contract. In this regard, it is stated that “on the completion of the 5-year contract or a shorter period, if this contract is terminated, the person engaged shall be eligible for a gratuity of the amount of aggregate of salary drawn during that period”(MOET,2011: *Section 6*). However, it should also be noted, that a principal is not eligible for gratuity if he or she is found guilty of misconduct upon which the contract is terminated by MOET (2011: *Section 6*).

3.4.2.5. Breach of contract

A breach of contract occurs when a party “fails to live up to its obligations under the contract” (Gottesman & Brickley, 2017:1). A breach could be affected by negation of obligations before the beginning of the contract, negation of obligations before its contracted completion, or a conduct that prevents the contract's proper performance (*WebFinanceInc*, 2018). In the event that a breach of a contract has occurred, the aggrieved party is entitled to either treat the contract as discharged, to consider itself free from its own obligations under the contract, and/or to sue the offending party for damages arising from the breach.

Under the PCP (MOET 2011: *Section 9*) “any breach of the contract shall amount to misconduct”. According to the *Code of Good Practice* (MOET 2011: *Section 2*), a teacher(or principal) shall not disclose information about a learner received in confidence or in the course of professional duties, except as required by law or when, his or her judgements, to do so is in the best interest of the learner. Moreover, the teacher shall also not take advantage of his or her professional position for profit and also shall not be under the influence of alcohol or illicit drugs during working hours or on official assignments.

The *Code of Good Practice*(MOET 2011: *Section 2(c)*) further states that the teacher (or principal) shall not accept remuneration during the school term and vacations for teaching one of his or her learners a subject or learning area in which he or she teaches. The teacher (or principal) is not supposed to enter into an intimate relationship with a learner,

commit illegal acts against a learner, and or exert undue influence with regard to personal attitudes, opinions and behaviour which are inconsistent with goals of education.

Furthermore, the *Code of Good Practice* (MOET 2011: Section 2(i)), prohibits a teacher (or principal) from denigrating his or her colleagues in the presence of other parties or to adversely criticize a colleague in the presence of others. Teachers (or principals) are further not supposed to engage in activities that adversely affect the quality of the teachers' professional service or use his or her position to further private or party political aims or accept candidature in national or local council elections. In addition, teachers (or principals) must also refrain from contravening any examination regulation, embezzling school funds or misusing school property and committing a criminal offence involving moral turpitude and be convicted as a result of the offence. Teacher (or principals) shall furthermore not by any act or omission fail or refuse to comply with a provision of the Act; and by any act or omission fail or refuse to comply with a provision of any law which provides that such a failure or refusal by a teacher is breach of discipline or misconduct (*Code of Good Practice* MOET, 2011: Section 2(j)).

The *Performance Contract Policy* (MOET 2011: Section 12) states that “the principal shall not be absent from duty for more than three consecutive working days without written approval from the Chairperson of the School Board”. Any day of absence from duty without authority shall be deemed as unpaid leave and recovered from the salary of the principal. Such behaviour is akin to misconduct and principals expose themselves to disciplinary procedures and suspension when they do not report their absence to the Board, and by doing so negatively impact on the welfare of the learners at the school. The *Lesotho Education Act* (MOET 2010: Section 22), states that the Board may, “pending the institution of a disciplinary hearing, suspend a principal of a school where the principal's conduct is detrimental to the welfare of the learners enrolled in the school”.

In addition, a principal should also not “embezzle school funds or misuse school property and neglect the performance of duties” (*Code of Good Practice*, MOET 2011: Section 3). This is considered as misconduct and a breach of contract, which may lead to dismissal”. It could be assumed that since teachers and principals are to refrain from the above, failure to do so will constitute misconduct. Therefore, in the event that a principal

is found guilty of misconduct, he or she could be considered to be in breach of the performance contract. Under such conditions, the contract could be terminated by MOET as stipulated in the PCP (2011), and the principal is subsequently discharged from his/her duties and simultaneously also forfeits the gratuity and other related rights and privileges. Moreover, the PCP (2011) indicates that in the event of any pecuniary damage arising from the person engaged disregarding or failing to comply with any order, including failure to submit government levy and misuse of school funds and property or any negligence of duty whatsoever on the principal's part, he or she may be liable to a deduction from his salary to make good the damage and loss, or any part thereof, the amount of which shall be fixed by the MOET.

3.4.2.6. Values relevant in the implementation of the performance contract (PC)

Olivers and Nieuwenhuis, (2006:373) contends that “the word ‘value’ refers to that which is worth striving or living for”. For the purpose of this study I will reflect only on values that I regard as being explicitly stated or as having a direct, significant and impactful bearing on the performance contracts of principals. These values are quality and accountability (responsibility).

(i) Quality

Hoy et al. (cited in Jain & Prasad, 2018:2), define quality in education as “an evaluation process of education, which enhances the need to achieve and develop the talents of the customers and, at the same time, meet the accountability standards set by the clients who pay for the process”. “Quality of education should also take into account, determinants such as provision of teachers, buildings, curricula, equipment, textbooks, and teaching processes” (Grisay & Mahlck, 1991:45). For Grisay and Mahlck (1991), quality of education has a three-dimensional approach comprising of quality of human and material resources available for teaching (inputs), teaching practices (process), and results (outcomes). In its simplest form, education quality can be conceptualised as the investment and consumption value of education. The investment portion captures benefits in the form of higher earnings, better health, contributions to the arts, effective participation in the democratic process, and other outcomes that education enhances.

The consumption portion of education quality, “captures the benefits to children and their families of having safe, supportive, and happy environments” (Ladd & Loeb, 2013:5).

According to Fredriksson (2004), quality education is always, in one sense or another, that which is preparing and equipping learners for the future. This implies that it prepares and equips learners to deal with the different tasks that they will need to perform in their lives; that it helps to prepare learners for their private lives, but equally prepares them to participate in the economic, cultural and political life. Quality education should also assist learners to develop themselves as individuals by acquiring the necessary skills to help gain essential knowledge that will make it possible for them to play an active role in economic life.

The *Performance Contract Policy* (2011) places responsibility on contracted principals with MOET for ensuring “good quality education” by providing professional management at the school as a centre of teaching and learning. In order to ensure quality education, the MOET (2011) requires from principals to:

- be responsible for the organisation, management and daily running and leadership of the school;
- be the chief accounting officer of the school responsible to the board for the control and use of school funds;
- compose and maintain records of income and expenditure of the school;
- prepare the annual budget for a school and submit it to the School Board for its approval;
- develop and maintain management records of a school as provided for in the MOET regulations;
- ensure that meaningful teaching and learning take place at the school;
- maintain and enforce discipline among staff and all registered learners;
- within two months of the commencement of a new school year, provide accurate statistical returns as stipulated in the MOET regulations;
- within three months from the end of each school year, submit financial statements of the school to the School Board for its approval; and

- perform other duties prescribed by the Minister or one delegated to him/her by the School Board.

It is assumed that adherence to these responsibilities will enhance the quality of education in Lesotho.

(ii) Accountability

According to Bovens (1998:13), “accountability, in the context of standard-based reform, is part of a broader integrated policy package, providing incentives for students, teachers, schools, or districts to perform”. Linn (2001:50) adds that “accountability ensures transparency because if stakeholders, be they parents, local firms, or policymakers have difficulty monitoring the activities of schools and principals, then educators might behave in a manner contrary to the interests of these stakeholders”.

In such a case, it would follow that more effective monitoring of educators could result in improved student outcomes (O’Day& Smith 1993). This suggests that for PC (2011) to work effectively, there should be incentives to encourage principals or teachers to perform maximally towards their tasks so that quality education and accountability can be achieved. Hence, in Lesotho the principals were promised gratuities to motivate them towards achieving better performances in the education system of the country.

To ensure and encourage accountability from principals in Lesotho, MOET is supposed to send out inspectors to monitor and evaluate the performance of principals in schools (MOET, 2011: Section 14). According to *Section 18(4)* of the *Lesotho Education Act* (MOET, 2010), the function of the inspectorate is to assess the work of schools each year and to report achievements and general implementation of policies, provide support, give advice to schools.

The *Performance Contract Policy* (2011), states that “the principal should be evaluated annually by the school inspectorate in accordance with the Education Act (2010) and the Performance Standards for school principals”. According to Section 3(f) of the MOET (2011), this annual evaluation is done initially by the employee as a self-appraisal, and it is then submitted to the School Board for recommendation and thereafter forwarded to

senior Education Officer of the Inspectorate. It is within the context of exhibiting greater accountability in Lesotho high schools, that the PCP (2011) was developed.

As indicated earlier in this chapter, the PCP (2011) merely represents a contract between principals and the MOET. As such, it is written in a legal style that resembles a contract between two parties. However, it contains only certain pronouncements but is silent on a number of pertinent issues. In addition, it is written in an amateurish way fraught with contradictions, omissions and ambiguities which leads to conflictual situations.

3.4.2.7. *Silences, omissions, and contradictions in the PCP (2011)*

Ferguson (2002:8) states that “silences in a text are indicative of miscommunication”, so a community-based model supported by the use of language that makes communication transparent, and eliminates silences. Ferguson (2002) adds that even if silences are recognised as appropriate responses, it may still be (mis)interpreted as absence or omission. Omission is defined as the act of leaving out information that is perceived to be necessary by the people, while a contradiction is a statement that is opposite of what someone has said or written (Cambridge Dictionary, 2019).

The MOET, through the implementation of the PCP (2011), demands quality education and accountability from the principals. However, there is a general lack of facilities to enhance education in Lesotho schools, as many schools in the country are operating in very poor conditions with very few basic resources; for instance, most schools do not have the necessary textbooks for the new syllabus that had been implemented four years ago. Some schools in remote areas do not even have electricity for the school to operate smoothly, while in others there are no heating resources in bitterly cold remote areas. This indicates a contradiction between what MOET wants and what it is prepared to give. Also, the PCP (2011) is silent on how principals will be supported to realise quality education.

The *Performance Contract Policy (2011)* binds principals into agreeing that they will be responsible for ensuring “good quality education”. However, nowhere in the PCP (2011) is it stated what “good quality education” entails. The lack of a clear definition gives MOET

the freedom and latitude to decide what “good quality education” is and to randomly apply its own interpretation. In addition, the concept “good quality education” by its very nature is a contested concept, and is context-specific. It has different meanings for different people. Not clearly defining the concept creates vagueness in the PCP (2011) which could leave principals exposed to disciplinary action and/or dismissal for no fault of their own, as MOET might decide that whatever output the principals deliver does not constitute “good quality” and thus the principals are construed as not delivering on the agreements in the contract.

Furthermore, the *Performance Contract Policy* (2011) indicates that a principal should ensure that meaningful teaching and learning take place at the school. In the PC, the MOET does not specify how principals should ensure that meaningful teaching and learning take place. Principals have different styles of managing their schools, so this comes as an omission from MOET because there are no specific guidelines given. In addition, the contract is silent on what support it will give and at what stage such support will be given. Such directions are important as large parts of the country (and many schools) are located in remote impoverished areas where the schools themselves are poorly equipped with basic infrastructure and resources.

Also, the PCP (2011) stipulates that the conduct of the person engaged, shall at all times, be governed by education laws. Again, it is not clear which Education Laws the policy is referring to. A close scrutiny of the way ‘laws’ are written, suggest that it is not only the *Lesotho Education Act (2010)* which is referred to here, but various Education “laws”. This ambiguity and vagueness opens the door to misinterpretation and misuse.

According to the MOET (2011) Section 6, and the PCP, on completion of five years or a shorter period, if the contract is terminated under the provisions of clauses 4(a) to 4(h), the person contracted shall be eligible for a gratuity of twenty-five percent (25%) of the aggregate salary drawn during this period. This is not clear in any of the “clauses” how this will be determined. Moreover, as indicated earlier, the PCP (2011) makes provision for the termination of the contract by the MOET at any time before the expiry of the specified period, by giving (3) months’ notice. However, the policy does not stipulate under what conditions this may be applicable. It does not give guidelines as to what

principals must do when they want to voluntarily terminate the contracts, and what are the procedures that need to be followed.

3.5. CONCLUSION

In this chapter (3) the *Performance Contract Policy* (2011) was critically analysed against the background and context of the *Constitution of Lesotho* (1993), the *Education Act* (2010), and the *Code of Good Practice* (2011) as the legislative framework for education policies. Focus was placed on the performance contracts signed by principals to improve the quality of education in Lesotho High Schools.

In the chapter (4) that follows, a discussion of the interviews will be presented in order to gain a better understanding of the experiences faced by teachers, principals and stakeholders with regard to the implementation of the PCP in Lesotho High Schools.

CHAPTER FOUR

DATA PRESENTATION and ANALYSIS

4.1. INTRODUCTION

In Chapter 3, a policy analysis of the *Performance Contract Policy (2011)* was conducted which focused on the content and context regarding its implementation in Lesotho high schools. Through the in-depth analysis of this policy, I gained more insight into the intricacies of the pronouncements pertaining to the effective and successful implementation of the PCP.

The aim of this chapter is to respond to the research question: *What are the experiences of teachers, principals and other stakeholders with regard to the implementation of the Performance Contract Policy [PCP] (2011) in Lesotho high schools?* To answer this question, I interviewed various role players since I assumed that interviews would enable me to get incisive insights into how people affected by such contracts personally experienced its implementation processes. Before providing the data, an outline of the research methodology and aspects related to the interviews, will be presented. This outline supplements information on the methodology and research design already provided in chapter one.

4.2. RESEARCH METHODOLOGY

4.2.1. The qualitative approach

In this study, I adopted a qualitative research approach. According to Coughlan (2009: 309), “qualitative research is concerned with the nature, explanation and understanding of phenomena”. For Rajasekar, et al. (2013:4) “qualitative research is non-numerical and descriptive, which means qualitative data cannot be graphed as it is explanatory”. Creswell (1998:33) adds that “qualitative research is an inquiry process of understanding, based on distinct methodological traditions of inquiry that explore a social or human problem where the research builds complex, holistic pictures and analyses words as well as reports founded on detailed views of participants”.

Denzin and Lincoln (2000:33) state that “the strength of qualitative research is in its ability to provide complex textual descriptions of how people experience a given research issue [as it] provides information about the human side of an issue; that is, the often contradictory behaviours, beliefs, opinions, emotions and relationships of individuals”. Furthermore, “qualitative research enables the researcher and the participant to interact directly with each other” (Cohen, Manion & Morrison, 2011:292). So, when doing qualitative research, researchers typically ask their participants general questions, record their views in the form of words or images, and analyse the information for descriptions and themes. This study’s research methodology is informed by the opportunities qualitative research presents in collecting data by interacting with participants with the intention of understanding the experiences of teachers concerning the implementation of the PCP in high schools. In this regard, interviews with teachers, principals, and stakeholders such as trade union members and MOET officials were conducted to establish what their experiences concerning the implementation of the PCP (2011) in high schools are.

4.2.2. Research methods

Rajasekar et al. (2013:2) refer to research methods as employing the various procedures, schemes and processes in research, adding that “research methods are essentially planned, scientific and value-neutral, and that it provides for the collection of relevant

information with minimal expenditure of effort, time and money". Moreover, "research methods allow for the production of new knowledge or for the deepening of understanding on a topic or issue" (Rajasekar et al., 2013: 14). This study engaged various research methods, such as literature study (chapter 2), policy analysis (chapter 3) and interviews to generate empirical data that would assist in exploring the experiences of teachers, principals and other stakeholders regarding the implementation of the PCP (2011) in Lesotho high schools. What follows is a concise description of interviews as one of the research methods used in this study, as well as its significance for this study.

4.2.3. Interviews

In conjunction with the qualitative research approach and the interpretivist paradigm, this study utilised interviews as an empirical data collection method. I assumed that interviews would give me an opportunity to ascertain the meaning teachers, principals and other stakeholders give to their experiences of the implementation of the PCP (2011). Regarded as the most important data collecting tool in qualitative research (Punch, 2005), an interview can be defined as a "two-way conversation in which the interviewer asks the participant questions to collect data and to learn about ideas, views, opinions and behaviours of the participant" (Nieuwenhuis, 2007b:87). For Kvale (2008), an interview is a conversation that has a structure and a purpose determined by one party- the interviewer. Best and Kahn (2003:255) define interviews as a "conversation between the researcher and a participant with the specific objective of gathering information about a topic that is being researched or to find out what is in or on someone else's mind".

Interviews are also professional interactions which go beyond the spontaneous exchange of views as in everyday conversation. Rather, "they resemble a careful questioning and listening approach with the purpose of obtaining thoroughly tested knowledge" (Kvale, 2008:7).

For McNamara (1999:2), interviews are particularly "useful for getting the story behind a participant's experience". Interviews will therefore enable me to pursue the in-depth story behind participants' experiences about the implementation of the PCP (2011) in Lesotho high schools. The decision to use interviews was not only because they are widely used as data collection tools in qualitative research, but that they also "allow for unanticipated responses and issues to emerge" (Lambert, cited in Ryan, Coughlan & Cronin, 2009:1).

Also, interviews also enable me to “explore the participants’ experiences, views and beliefs” concerning the implementation of the PCP (2011) through open ended-questioning (Tod, 2006:342).

One way of obtaining qualitative data on the implementation of the PCP (2011) in Lesotho high schools, is to involve various relevant role players who are affected by and responsible for its implementation, in an interview where they have the opportunity to air their views, and share their experiences and their perceptions about the implementation the topic under study. In this study, I used individual semi-structured interviews to elicit the views and experiences of school principals, LTTU members, teachers and MOET officials on the implementation of the PCP (2011).

Datko (2015:142) describes semi-structured interviews as “qualitative methods of inquiry that combine a pre-determined set of open-ended questions with the opportunity for the interviewer to explore themes or responses further”. Cook (2008) states that the semi-structured interview not only provides a structure for the interview protocol, but also provides flexibility for the research participants to elaborate on the points arising from each question that are meaningful to them, thereby driving the conversation into probing for deeper “hidden” meanings. It is for this reason that the wording of questions in semi-structured interviews are also flexible to facilitate different levels of language understanding such that reciprocal clarifications can be made by both the interviewer and interviewee (Berg, 2009). I used open-ended questions such that probing enabled me to draw more information from participants by requesting them to elaborate on particular aspects of the issues (Ryan, et al., 2009).

4.2.4. Selection of participants and the research site

While the term “sampling” is generally used in the selection of people to obtain data in quantitative studies, Polkinghorne (2005:139) prefers to the concept “selection of participants”. Since this is a qualitative study, I will also use the concept “selection of participants” instead of “sampling” in reference to the method that I will use to identify and select the participants. In selecting the participants, Polkinghorne (2005:139) suggests that researchers should “consider the purpose of the study”. This means that not everyone could necessarily be selected as a participant. Rather only those people who might assist in realising the aims and objectives of a study, should be considered to

participate in a particular study. There are different participant selection methods used in research: the simple random, systematic, stratified, clustered, and purposive, to mention a few.

For Martinez-Mesa, Gonzalez-Chica, Duquia, Bonamigi and Bastos (2016:327) the “selection of participants entails the choice of individuals that can be drawn or selected from the target population”. Given that the selected participants may represent only a portion of the target population, the responsibility is on me as the researcher to ensure that the selected participants fit the study’s aims and objectives.

For the purpose of this study I used purposive participant selection. “Purposive participant selection is a non-probability selection method and it assumes that participants being selected are chosen on purpose because they have the required information” (Black, 2010:45). Purposive participant selection (also known as judgment, selective or subjective sampling) is a participant selection technique in which “the researcher relies on his or her own judgments when choosing members of a population to participate in the study” (Black, 2010:45). Similarly, Saunders, Lewis and Thornhill (2012:24) regard purposive participant selection as a non-probability sampling method that occurs when “elements selected for the sample are chosen by the judgment of the researcher”. For Creswell (2009:31), purposive participant selection enables one to select participants with the aim of “developing an understanding that might bear useful information”. In this study, participant-selection was based on the assumption that purposive participant selection would enable me to select participants who would provide useful information by sharing their experiences with regard to the implementation of PCP (2011) in Lesotho high schools. It is for this reason that I selected school teachers, principals, trade union members and MOET officials to participate in this study.

I selected four principals who entered into the PC with MOET, two teachers from different high schools in the Mafeteng District of Lesotho, two members of teacher unions, and two MOET officials. Of the four principals, two of them are still serving as principals whilst the performance contracts of the other two were not renewed after the 5-year period. These two (ex) principals are subsequently not acting in the capacity of principals under this contract anymore. All these participants were selected based on their experience of the

PCP (2011). In total, ten participants were selected to participate in this study. The biographical details of the participants are indicated in table 4.1 below.

Table 1: BIOGRAPHICAL DETAILS OF PARTICIPANTS

PARTICIPANT	AGE	GENDER	TEACHING EXPERIENCE	POSITION HELD PRIOR TO CONTRACTING	EXPERIENCE AS PRINCIPAL
PRINCIPAL 1	55	MALE	30 YEARS	Teacher	5years
PRINCIPAL 2	43	FEMALE	20 YEARS	Teacher	5years
PRINCIPAL 3	56	MALE	27 YEARS	Deputy Principal	8years
PRINCIPAL 4	59	FEMALE	31 YEARS	Deputy principal	8years
TEACHER 1	39	MALE	9 YEARS		
TEACHER 2	50	MALE	23 YEARS		
LTTU MEMBER1	49	FEMALE	27 YEARS		
LTTU MEMBER 2	56	MALE	30 YEARS		
MOET official 1	35	MALE	N/A		
MOET official 2	48	FEMALE	N/A		

The above biographical information outlined in table 4.1 is representative of the 10 participants who were selected for the semi-structured interviews. Of these, 4 were male and 6 were female. On average, the 4 principals had 7years of experience as school principals, whilst the teachers and union members (who are also teachers) had an average of 22 years teaching experience. The average age of the participants was 49years. Whilst two of the four principals did not have any experience as school principals

before (they only have the 5 years-experience under the PCP), the other two served as deputy principals (and not principals) in their respective schools. They became principals for the first time when they entered into the performance contract agreement with MOET.

4.2.5. Role of the researcher

In a qualitative study, the researcher is the “tool for collecting data about the phenomenon investigated” and he or she may choose to perform different roles during the investigation; I performed the role of an interviewer and that of a data analyst (Marshall & Rossman, 2011:112). As interviewer, my role was to interview the selected participants. As such, I used pre-designed interview questions and followed the same order of the questions for all participants throughout the interview period. Where necessary, I probed the participants, but throughout the interviews I was mindful to keep away from personal issues (Mathers, Fox, & Hunn, 2002). I also guarded against completing the sentences for the participants, and against giving them clues to the anticipated answer. As the interviewer I therefore tried to create an atmosphere in which the participants could feel safe and free to share their true perceptions and experiences with me.

The role of the analyst required me to dissect the data I had gathered from the interviews. The entire analysis process started with me recording the interviews and then transcribing the collected data. The transcriptions were done at home at a convenient time. After having transcribed the data, I immersed myself in it before I could analyse it qualitatively. Immersion into data is the process by which I read and re-read the data in detail (Bryman, 2008). I had to immerse myself in the data so as to come to sound conclusions about the experiences and perceptions of the participants with regard to implementation of the PCP (2011) in Lesotho high schools. Also, being immersed enabled me to point out commonalities and differences in the reported experiences and views of the participants.

4.2.6. Data analysis

Babbie and Mouton (2001:44) define data analysis as “a process of making sense of what is collected”. Marshall and Rossman (1999:150) describe data analysis as “the process of bringing order, structure and meaning to the mass of collected data”. It is described as a messy, ambiguous and time-consuming process, but also as a creative and fascinating process. Broadly speaking, while it does not proceed in a linear fashion, “data analysis is the activity of making sense of, interpreting and theorizing data that signifies a search for

general statements among categories of data” (Schwandt, 2007:6). For Nieuwenhuis (2007b:88), “the analysis of data is an on-going process whereby data collection, processing, analysis and reporting are linked”. In this study, data will be analysed qualitatively using an inductive method.

Thomas (2006:238) states that “inductive data analysis refers to approaches that primarily use detailed readings of raw data to derive at concepts or themes”. It is thus an approach that enables one to make interpretations from the raw data. The primary purpose of the inductive approach is to allow research findings to emerge from the frequent, dominant, or significant themes inherent in raw data, without the restraints imposed by structured methodologies.

All the interviews were transcribed, after which the data was coded and themes were identified. This process not only helped me to eliminate irrelevant data that did not answer the research questions, but also to identify similarities or differences from the responses of the participants.

4.2.7. Ethical considerations

Eisner (1998:221) points out that “it is important to pay attention to ethical considerations in qualitative research because an event that is neglected can cause serious problems for the researcher as well as the participants”. Similarly, Kvale (2008) is of the opinion that “ethical issues such as informed consent, confidentiality and consequences for the interviewees should be taken into consideration when doing qualitative research”. Accordingly, I had to adhere to particular ethical codes and professional standards of research.

As part of my ethical responsibility, I first applied for ethical clearance from the Ethical Committee of the Faculty of Education, University of the Free State (Ethical Clearance number UFS-HSD2019/0944). Thereafter, I had to apply for permission from the Ministry of Education and Training (MOET) in Lesotho. After I received permission to do my research in Lesotho schools, I contacted selected high schools in the Mafeteng District, and asked them for permission to conduct interviews with some of their teachers and with the principal. The granting of permission by these institutions underscores my responsibility towards the participants to take all reasonable steps and measures to

ensure that the research is conducted in a highly ethical fashion and that none of the participants will be harmed or disadvantaged in any way, due to their involvement in this study. In ensuring that my research adheres to ethical standards I had secure informed consent from the participants, I had to ensure their privacy and confidentiality, and pledged that I treat them with dignity and respect throughout our engagement.

4.2.8. Informed consent

Shahnazarian, et. al (2009:23) regards informed consent as a “voluntary agreement to participate in research”. Informed consent implies that “respondents need to be fully informed about the research” (Henning, Van Rensburg & Smit, 2004:73). Canada- DoH (2014:6) also states that “an important mechanism for respecting participants in research is the requirement to seek their free, informed and ongoing consent”. This requirement reflects the commitment that participation in research should be a matter of choice and that, to be ethical, the choice to participate and the consent thereof must be respected.

Informed consent is not merely about giving permission to participate in a research project by signing a particular form; rather it is a process where the participant is given detailed information about the study to gain a thorough understanding of the research and its potential risks. Obtaining informed consent therefore involves informing the participants about the purpose of the study, the procedures, their rights and responsibilities, and the potential risks and benefits of participation. I assumed that with such information, participants would be in a position to make an informed decision concerning their voluntary involvement in this research.

Informed consent must be obtained for all types of research that includes human participants, such as in the case of this research. It is therefore important that I obtained informed consent from the participants before I could engage them in the interviews. In line with this, I provided prospective participants with all relevant information about the research and what their roles would be. I also briefed them about the possible effect(s) that participation might have on them. I assured prospective participants that participation was voluntary and that they had the right to withdraw at any time during the research process without being disadvantaged in any way. To further clarify the nature, aims and objectives of the study as well as the roles of the participants, I answered particular questions posed by the participants. This I did during my personal visits to the teachers,

principals, trade unions members and MOET officials where I explained my intentions and handed over the letters of consent (Appendix A).

4.2.9. Privacy and confidentiality

Confidentiality, according to Mertens (1998: 279), means that “the privacy of individuals or institutions will be protected in that the data they provide will be handled and reported in such a way that it cannot be associated with them personally”. Confidentiality therefore supposes an active attempt to conceal the participants’ identities from the records (Maree & Van der Westhuizen, 2007). Issues of privacy, anonymity and confidentiality ensured that this research project was conducted in accordance with basic considerations for data protection and the responsible use and storage of personal data (The Norwegian National Committees for Research Ethics, 2016), such that participant names and information that could be used to identify the participants or their affiliations, are not disclosed.

In this study, I took reasonable steps to protect the personal data and thus the identities and the privacy of the participants and their affiliated schools by removing any identifiable information from my report, and by using pseudonyms/codes for participants and sites (Bless, Higson-Smith & Karee, 2006; Neuman, 2006). Participant permission was also sought to audio-record the interviews. Whilst I informed the participants that the interviews would be audio-recorded, I ensured them that I would make sure that no names of any schools or that of any participant would be reflected in my report. In addition, I also assured participants that, once the study was complete, all tape-recordings and transcriptions of the interviews would be safely kept for a period of five years after which it would be destroyed by me personally. Furthermore, I also ensured them that I would be the only one who would have access to the raw data, transcripts and password-protected electronic information.

4.2.10. Respect and dignity of participants

The Norwegian National Committees for Research Ethics (2016:2) describe “human dignity as closely linked to individual inviolability”. In research ethics, human dignity means that individuals have interests and integrity, which cannot be set aside in the interest of achieving greater understanding of research or for the benefit of society. Accordingly, researchers must guarantee the personal integrity of the participants, preserve their individual freedom and self-determination, respect their privacy and family

life, safeguard them against physiological and/or psychological harm, and prevent unreasonable strain. The dignity of the participants in this research was protected by treating them in a respectful and professional manner. Respect was demonstrated in me adhering to schedules, not asking intrusive questions, behaving in a professional manner, respecting the participants as human beings and honouring the positions of participants.

4.2.11. Benefits of research participation

Researchers should also consider ways to ensure the equitable distribution of any benefits of participation in research. Benefits of research participation may be direct or indirect; however, “researchers should also be sensitive to the expectations and opinions of participants regarding the potential benefits or harms of the research” (Canada DoH, 2014:6). Akaranga and Makau (2016: 6) also state that “it is the role of the researcher who has the direct contact with a participant to explain the purpose of the study and the benefits that will accrue from it or the harm they might suffer due to their involvement in the study”. As this is primarily a low risk study, I anticipated no harm coming to the participants.

However, in terms of possible benefits, no participant received or was promised any monetary benefit or any other benefits whatsoever in order to secure their participation. Rather, I explained to the participants that findings of this study will serve as an indication to the GOL and the MOET as to what needs to be done in order to improve the implementation of the Performance Contracting. As such, the Government could use the results of this research to come up with efficient and effective performance contracts which will in turn improve the productivity of teachers and principals. In addition, policymakers could also get insights into the experiences and views of participants. This information could assist them in determining how to improve the implementation of performance contracts which will ensure successful advancements in support of the current procedures, policies and systems and eventually benefit all the teachers, the Lesotho education system, and the country at large.

4.2.12. Considerations about quality

Quality considerations in research most commonly refer to the scientific process encompassing all aspects of the study’s design. In particular, it pertains to the judgement regarding the synchronisation between the “methods and questions, selection of subjects,

measurement of outcomes, and protection against systematic bias, non-systematic bias and inferential error” (Lohr, 2004:12). According to Sin (2010:311), “the ethical conduct of the researcher is an important attribute of research quality. In line with this, integrity and truthfulness are integral qualities of the researcher and the ultimate legitimisation of the research. To enhance the quality of my research I needed to closely attend to aspects of trustworthiness.

Trustworthiness refers to the “believability of researchers’ findings” (Maykut & Morehouse, 1994: 64). It also measures the extent to which the data and data analysis are believable and trustworthy (Guba & Lincoln, 1981). It is the principle that concerns truth-telling where the researcher is required to provide comprehensive and accurate information in a manner that enhances understanding. For example, if the researcher says that a questionnaire will take ten minutes to complete, then the questionnaire should take ten minutes to complete and not thirty minutes.

According to Bassey (cited in Tsephe, 2014:14), the researcher must have respect for the truth. As a researcher, I was truthful in my data collection, the analysis, and in reporting the research findings. This means that I did not deceive the participants or the readers by making claims that are untruthful or untrustworthy. In establishing trustworthiness in qualitative research, four factors should be considered: credibility, transferability, dependability, and confirmability (Denzin & Lincoln, 2005; Creswell, 2009). To enhance the trustworthiness of my study, I considered these four factors.

(i) Credibility

Denzin and Lincoln (2005: 215) refer to credibility “as the confidence one has in the truth of the findings”. Lodico, Spaulding and Voegtle (2006: 273) indicate that credibility refers to “whether the participants’ perceptions of the situation or events match up with the researcher’s portrayal of them in the research report”. Consequently, credibility deals with how accurate, valid and true the findings of the research are. In this study credibility will be ensured by presenting the true stories and views of the participants. I also allowed the participants to listen to their audio-recordings and to read my transcripts, to ensure that what has been reported in my study is indeed a true and honest reflection of their views, experiences and perceptions. This enhances the credibility of the findings because if there were areas that the participants feel they have been misrepresented, they would

have the opportunity to clarify the matter and, if necessary, corrections would be effected. My study leader also read through the transcripts, the data and my report to ensure the credibility of the report.

(ii) *Transferability*

Bowen (2005: 216) explains that “transferability means that other researchers can apply the findings of a study to their own”. According to Babbie and Mouton (2001: 277), transferability is concerned with “the extent to which findings can be applied in other contexts or other respondents”. Within this study transferability was done by providing rich, thick and detailed descriptions of the research process, which included the methodology, the selection of participants, the data collection methods, and the context, so that participants would be able to determine how closely their situations match the research situation; and hence, whether findings can be transferred (Merriam, 1998).

(iii) *Dependability*

Dependability is another criterion used to measure trustworthiness in qualitative research. For Maree (2007:89), “dependability refers to the degree to which the reader can be convinced that the findings did indeed occur as the researcher says they did”. Dependability is therefore ensured when we can prove that given the data collected, the results make sense; in other words, the data is consistent and dependable (Merriam, 1998). It is the “stability of data over time, and is obtained with stepwise replication and inquiry audit” (Polit & Hungler,2004:435). Researchers, who wish to check the dependability of this study, would have access to the data I used to come to the conclusions that I arrived at. They will also get access to my research in UFS library archives where it will be stored electronically and in hard copies.

(iv) *Confirmability*

Polit and Hungler (2004:435) assert that “confirmability makes provision for evaluating data quality and refers to the neutrality or objectivity of the data by an agreement between two or more dependent persons that the data is similar”. Confirmability is also a strategy to ensure neutrality (De Vos, 1998) meaning that the findings are free from bias. Since there is no real absolute neutrality in qualitative research, neutrality refers to data neutrality and not the researcher’s neutrality. The purpose of confirmability is to illustrate

that the evidence and thought processes used in my research will give another researcher the same conclusions in the same context (Streubert, Speziale & Carpenter, 2003).

To ensure confirmability, Lincoln and Guba (1985) suggest that an adequate audit-trail be left to enable the auditor to determine if the interpretations, conclusions and recommendations can be traced to their sources, and if they can be supported by the inquiry. In leaving an audit-trail, I ensured that all relevant information and documents of the participants, those pertaining to the selection process, the original interview transcripts and notes made during the interviews were kept to serve as an audit trail and made available to the auditor; this enhanced the trustworthiness of my study. This audit-trail ensured that people, who doubt the trustworthiness of this study, could have access to the data and the procedures I used to elicit my findings from.

In the preceding section, I presented the background to the empirical data collection method. I outlined the methodological stance, as well as of the reason for choosing the interview technique. Since the interviews assumed that human interaction would take place, I also had to take particular precautionary measures to not only protect the participants involved in this study, but also to protect the integrity of my study.

4.3. PRESENTATION OF RESULTS

In the paragraphs that follow, the data drawn from the interviews with the participants will be presented in themes. The interviews were based on open-ended questions which were aimed to explore the views, perceptions and experiences of principals, teachers, officials and union representatives with regards to the implementation of the PCP (2011) in Lesotho high schools.

Since these were structured open-ended questions, and because of the nature of the interviews, I had the latitude to probe the responses and to ask follow-up questions if I was not sure what the participants meant, or in the event that responses were not clear enough. What follows next is the presentation of the data which is presented according to the questions (Appendix B) and probes. In response to my responsibility to protect the identities of the participants, I assigned pseudonyms/codes to the participants: Principal 1 – P1, Principal 2 – P2, Principal 3 – P3, Principal 4 – P4, Teacher1 - T1, Teacher 2 - T2, union member 1 - UM1, union member 2 - UM 2, the MOET Official 1 - MO1, and MOET official 2 - MO2.

4.3.1. Understanding of the PCP

All participants were asked what their understanding of PCP in schools is. The aim of this question was firstly to put respondents at ease, and secondly to get to know their understanding of the PCP. In this regard, MO1 indicated that the PCP is a product of the *Education Act 2010* which stipulated that “principals will be hired on contract”. The response by P1 complimented the PCP as “*a good contract because at the end of the contract, if not recommend for another term, a principal would be reverted [to his/her] initial position and take [her/his] package*”. The comment by P4 confirmed PCP as an instrument with which “*principals were to be assessed on their performance in their schools*”. The principal notion of the PCP was therefore to enable MOET to “*assess the performance of principals over a period of five years and if they performed well their contract would be renewed; if not, they would be replaced*” (MO1). For UM2 the “*PCP was all about how to improve management*”.

However, T1 regards the PCP as a “*measure to reprimand [principals]*”, because “*they [principals] were not performing and schools were getting ‘destroyed’ and not improving*”. This is confirmed by UM2 who indicated that MOET had to come up with something because “*they [MOET] realised that when a principal who is permanently appointed, gets out of control, MOET is unable to regulate, control or dismiss that principal especially where there is misconduct*”. Also, T1 views the PCP as a 5-year contract used by MOET “*so that principals [could] be compelled to perform*”.

From the above responses it indicates that participants have various ideas about and understanding of what the PCP (2011) is all about. For some, the PCP is an instrument to improve the performance of principals, whilst others view it as an autocratic tool developed by MOET to manage, control, reprimand or to get rid of non-performing or misbehaving principles.

4.3.2. Purpose of the PCP

For T1 the PCP “*was created with the intention of improving the quality of education*” while P1 confirmed that “*the purpose of PCP was to improve the performance of the school*”. In line with this, the MO1 also indicated that the “*PC was implemented so as to improve the standard of education in schools which were not performing well*”. In accordance with this, P2 agreed that “*the purpose of PCP was [to] improve the quality of*

education in the country”, while UM1 confirmed that the “aim of PC was to improve the quality of education”.

In addition, MO1 also states that the PCP was instituted so that “schools which have [the] know-how could share knowledge with other schools”. Another view is given by MO1 for whom the PCP was implemented because “principals were out of control, doing as they please in their schools, and there was no way of disciplining them by MOET”. Similar sentiments were shared by P1, who opined that “the MOET realised that the principals were hired on a permanent and pensionable basis, so they implemented PCP so that after 5 years the School Board would renew the contract of the performing principal, but non-performing ones were terminated”.

These views were reiterated by UM1 who indicated that through the PCP, the MOET “contracted principals [to] have the powers to terminate their contract should a principal not behave or deliver on the agreed upon conditions of service”. Further, MO2 explained that “the policy strictly applies to principals because they wanted ones who are dedicated to their work and perform well”.

From the responses of the participants, it appears that the purpose of PCP was primarily to improve the quality of education in Lesotho’s high schools. However, perceptions also centre on PC giving MOET powers to compel principals to perform. This is confirmed by participants indicating that in accordance with the stipulations of the PCP, the MOET ensured that non-performing principals were not permanently appointed, and that they could easily be dismissed from their positions as principals.

4.3.3. Factors that influenced the implementation of PCP

Various opinions emerged from the interviews with participating teachers and principals, LTTU members and MOET officials which in various ways influenced the implementation of the PCP. These factors include support and evaluation of progress, the policy itself, and finance.

4.3.3.1. Support and evaluation of progress

According to P2, although the PCP was implemented to improve the quality of education in the country, “there was no training of or support to the principals; no tools [were] put in

place to assess the principals and there was no evaluation [of progress]”. Also, P4 confirmed that “there was no support from the Ministry”. In agreement, UM2 stated that “the MOET lost their battle in a sense that they did not assess as they said they would in the contract”. Further, P3 felt that instead of ensuring the effective implementation of the PCP, the MOET “rationalised fees –[making] school fees for all high schools in the country the same regardless of whether the school is in town or on the outskirts [and whether it] performed badly or not”. The lack of support from the MOET is also evident in the observation of P4 who pointed out that PCP can in fact contribute towards quality education in Lesotho if “MOET supports the principals in the country”.

From the response of P1 it is evident that the MOET should have supported them by also giving them certain incentives. According to P1, the “principals were not given any incentives, instead they gave principals money they now term a loan and say it will be deducted from their pension”. From the above responses it appears that MOET did not support principals in the execution of their duties, as was promised and agreed upon in the PCP. Participants indicated that they were not work shopped on the expectations the PCP, and did not get any incentives during the period of the contract.

4.3.3.2. The policy itself

When UM2 explained that the PCP was suspended in 2012 because “they saw many loopholes in this policy” and “there were also other challenges experienced with the PCP”, it confirmed PCP’s controversial composition. According to UM2 the policy made provision for principals to enter into an agreement with the MOET; however, this caused problems “because principals entered into the contract during different times, thus their allowances had to be different, hence it created problems on the amounts for gratuities”.

In addition, UM2 indicated that the “unions had a problem with principals reverting to their original teaching posts after the contract expired” as stipulated in the policy. This, according to MO2, is because “MOET could not increase their salaries, but could decrease their salaries when they reverted to their previous posts” because “it is against the law paying high salaries to people not in such positions”. In addition, “it was also difficult for schools to ‘re-absorb’ principals after their contract had ended, because their positions were already occupied by other teachers who filled their positions” (MO2). This

is because when their positions became vacant *“most schools hired teachers permanently to fill the gap, and some PC principals’ positions were filled”* (MO2).

Although principals were expected to return to their initial positions after their contract with the MOET ended, the PCP (2011) was vague or silent and did not stipulate how this process would be facilitated. It also seems as if the policy was unilaterally developed and implemented by the MOET as unions displayed some discomfort with some of the practices emanating from the implementation of the PCP.

4.3.3.3. Finance

Certain financial constraints of MOET hampered the effective implementation of the PCP. For example, it appears as if not all principals got their gratuities upon the termination of the PCP as promised by MOET who indicated that *“the Ministry did not have finances to pay the gratuities they promised [in the PCP]”*. In addition, T2 stated that *“the contracts lapsed mainly because of financial constraints on the part of the MOET who did not have enough money to pay the principals’ gratuities they promised them”*. It was stated by P4 that *“the [retirement] packages that were promised were no more there”* and this was confirmed by P3 who stated that he/she *“is one of those who is still not being paid the promised gratuity”*.

Further, P2 stated that in the PCP, MOET promised principals a 25% gratuity, but *“it wasn’t clear whether the money would come from the principals’ salaries or from the Government”*. Also, P1 confirmed that the MOET promised them gratuities, but that MOET is now saying that if paid out now *“they will subtract it [the gratuities] from the [principal’s] pension”*. For P1, the fact that he/she did not get the promised gratuity as agreed upon in the PCP (2011), makes them feel *“as if they have worked for free”*. According to the recent teachers’ strike in Lesotho MO1 indicated that it was as a result of contracted principals *“wanting their gratuities as promised in the PC by MOET”*.

To temper the problem concerning gratuities, and subsequently also put an end to the strike that started as a result of this, MOET offered the principals a loan or an advance from their pension fund as indicated by P1 that *“the gratuity they received is now viewed as a loan”*. Teacher 2 also said that the PCP *“talked of gratuities, but now they [MOET] are saying that they will deduct the gratuity from the pension”*. UM1 also confirmed that gratuities *“were paid out as loans”*. Moreover, P3 explained that *“they did not get the*

promised 25% gratuity but instead got a loan from the Ministry, because the Ministry said they do not have sufficient funds". According to UM, the legal team of the trade union advised the principals to accept the gratuities or loans, and that they will later litigate against the MOET for breach of contract, as what MOET has done *"is not what the two parties agreed on, rather MOET had forced [a] loan onto them"*. The frustration of P3 was evident by indicating that contracted principals *"are very angry but there is nothing they can do at the moment"*.

It also was evident that MOET was not conversant about Lesotho's Financial Laws. This, according to MO1 is apparent when *"looking at finance law which does not allow dual [gratuity] payments be made to one person"*. Also, MO1 explained saying that according to the Financial Law *"when a teacher takes a PC position and then goes back to being a normal teacher he/she cannot receive two allowances [gratuities]"*. Hence, MO1 suggested that principals should rather consider their involvement in the PC *"as part of their continuous service [in education]"*.

The above responses suggest that MOET did not honour the stipulations in the PCP as agreed upon with the principals. Although MOET promised principals in the PCP a 25% gratuity upon termination of the contract, MOET failed to meet this obligation. It also seems as if the MOET created the false impression and by promising principals a gratuity and that MOET misinterpreted or failed to consult on the matter in line with the Lesotho Finance Law. Taking a loan against one's gratuity means that when principals retire and their pension is supposed to be paid out, the loan or the advance will be deducted from their pension fund, leaving teachers with less money for their retirement years.

4.3.4. Effectiveness of the PCP

Given the nature of Lesotho education and schools, it was envisioned that the PCP (2011) would be of great value and would contribute towards the realisation of quality education in Lesotho. Accordingly, I asked the participants the following question: *Did the PCP contribute towards quality education in Lesotho?* The aim of this question was to evoke the participants' views on the effectiveness and authenticity of the PCP (2011); that is, whether it was indeed contributing towards effective quality education in the country.

For P4 the *“implementation of PCP did not improve the performance of the school”*, and this was supported by P2 (and UM1) who also felt that *“during and after the PC implementation, there was no difference in terms of the performance [of school]. According to UM2, the only “improvement was the increase in the salaries of principals who were in the PC”*.

Moreover, P3 is of the view that the PCP was not effective but has *“failed dismally and [that] MOET should be looking for a better policy that will improve the quality of Lesotho’s education”*. For P1 the policy *“did the opposite of what it initially intended to do, which was to improve the quality of education”*. Similarly, P2 suggested that the *“PCP did not live up to its expectations ...it failed dismally”*. For T1, the PCP failed because the inspectorate sent to monitor schools did not do [their jobs]. Not surprisingly, T1 described the inspectors sent to the schools as *“just toothless dogs”*.

Furthermore, UM1 blames the failure of the implementation of the PCP on the fact that *“there were no materials given that could help in administering the PCP”*. For UM2, *“performance before the advent of PC was better than during PC”* and *“quality education was not achieved because MOET did not do their job in terms training and supervision”*.

Although the PCP (2011) was developed and implemented to assist in improving the quality of Lesotho education, it is evident from the interviews that the implementation of the PCP did not contribute to the improvement in the quality of schooling in Lesotho. Participants were rather disappointed in the PCP and its failure to improve education in Lesotho, blamed it on the fact that the MOET did not assist the principals and/or schools because, amongst others, of amateurish school monitoring and evaluating (if any); it was glaringly evident that the MOET did not do its job.

5.3.3. Experiences of principals

The interviews were also conducted specifically to explore the experiences of the contracted principals about the implementation of PCP in Lesotho high schools. From their responses, it was clear that principals in particular, have negative experiences and views about the PCP as seen by P3 who regarded the PCP as *“a courier for corruption because some people would get fake qualifications just to run a school”*. This, according

to P3, was because the PCP (2011) required principals “*with management skills [and] not necessarily teaching skills [or both]*”.

It was observed by P2 that upon entering into the PC agreement with MOET, he/she who was a classroom teacher in another school, was told that he/she would be able to revert to the original post in the previous school once the contract was expired “*only to find out that [his/her] post at that school was now permanently occupied by someone else*”. The consequence of this was that P2 had to remain in the school where he/she served as a principal and take up the position as “*a classroom teacher*”. Also, P1 stated that after the termination of his/her contract, he/she was instructed to “*go and teach in another school in another district that is on the outskirts of Lesotho*”. Similarly, P3 “*expected to get [his/her previous] job back after the contract expired but [he/she] never did*” and was placed in a new school in the Maseru District. Other contracted principals were not so “fortunate” as after their contracts were terminated they stayed at home for two years until a suitable school could be found to be re-employed.

Some participants also felt that only certain principals from particular schools benefited from the PCP (2011). According to P4 “*only [principals at] large schools benefited from this contract*” because “*principals were paid based on the size of the school [which was] classified as small, medium and large*”. In addition, for P2, the experience “*was traumatic as well, because of the expectations of the policy and the fact that [they] were not getting any assistance [from MOET]*”, and this adversely affected their professional and private lives.

However, the PCP (2011) benefited some principals who valued the opportunity and the salary packages. As indicated by P4 that the “*money was really good*”, and P2 stated that the PCP afforded him/her the “*opportunity to gain experience in school management, the running of school operations, the control of finances, and dealing with teachers who were underperforming and misbehaving and who had to be disciplined*”. In support, P4 indicated that “*because of [his/her] involvement in the PCP, as a science teacher, [he/she] is now able to manage school finances*”, [and has acquired] “*basic accounting, supervision and management skills*”, because he/she was leading a large school. For P3 the PCP kept principals on their toes knowing that if they “*do not perform at the end of the contract [they] will leave this position and it will be given to someone else*”.

Most principals did not have pleasant experiences with the implementation of the PCP due to its lack of guidance and silences on pertinent issues. This was because some of them could not revert to their original teaching positions as was promised to them when they signed the contracts. As a result, these principals were required to move to different districts to take up “new” teaching positions. In some incidences, where appropriate schools could not be found, some principals were without a job for quite some time. For some principals the job was also overwhelming particularly because they did not get any support from the MOET. Principals also felt that under the PCP, personnel without the necessary teaching and/or school management experience were “thrown into the deep-end to drown”. However, despite some negative experiences of some principals, it is evident that others benefited from the PCP as they gained and learnt much through its implementation.

4.3.6. Challenges created by the implementation of PCP

In order to establish what factors had a negative effect on MOET’s ability to effectively implement the PCP, I posed the question: *What challenges did you experience during the implementation of the Performance Contract Policy?* I assumed that responding to this question would give the participants the opportunity to share the challenges they have faced with regards to the effective implementation of PCP in their schools. From the responses it was evident that participants were faced with various challenges that possibly influenced their performance of school duties. These challenges are presented below:

4.3.6.1. Dual occupancy

According to UM1, MOET “*found out there was dual occupancy [of posts]*”, and MO1 also indicated that in some instances it was difficult for schools to re-absorb teachers (whose contract as principals lapsed) back into their staff establishment as they already appointed new teachers to fill such positions when the teachers left to take up positions as principals elsewhere. Subsequently, MOET had to look for vacant positions in other schools to place these affected principals. As a result, MOET had to create more unnecessary (or dual) positions to accommodate such personnel; and as a result the wage bill of MOET increased exponentially, which adversely affected the education budget.

In addition, T1 explained that *“MOET had to change the PC altogether because initially they said that after the 5-year contract, should the principals not renew the contract, they would revert to their [initial] positions”*. But it meant that the *“Ministry will pay two packages - the 25% gratuity and the pension for being a teacher [which] meant that a “principal would be getting two packages”* (one as a teacher, and one as a principal).

From the responses of the participants it was evident that the PCP enabled people to vacate their initial teaching posts to take up principal positions without clearly indicating how or whether the vacated post should be filled. This duality was not explained clearly in the PCP, and thus caused confusion.

4.3.6.2. No preparation and evaluation for PC implementation

Part of ensuring that a policy is implemented effectively is to conduct training, and to evaluate the implementation afterwards. However, in the case of the PCP, UM1 indicated that *“MOET did not do any training at all”, [and that] “prospective principals for PC positions, were interviewed by a Board who admitted that they knew nothing about PC and the PCP”*. Further, UM1 claimed that the MOET *“just dumped the PC [and the PCP] onto the principals”* and subsequently onto the Lesotho education system.

Regarding the evaluation of the implementation of the PCP, T1 stated that *“the aim was to assess principals from time-to-time so that they could deliver quality education; unfortunately, they [MOET] did not assess as they had promised [and stipulated in the PCP]”*. Moreover, UM2 pointed out that *“MOET did not want to work with teacher bodies [unions and NGOs] to prepare for the implementation of the PCP”*. Also, P2 confirmed that *“there were no workshops or feedback sessions to disseminate information and guidance on what was expected from prospective principals; [and that] MOET, in most cases, did not even evaluate the performance of the principals”*.

From the responses, it was apparent that principals (and thus the Lesotho education system) were not well prepared to ensure the effective implementation of the PCP. Moreover, it was obvious that principals were not evaluated during their tenure, as there were no checks and balances in place to establish the extent to which they were effecting the prescriptions of the PCP. To exacerbate the situation, the apparent non-consultation between MOET and teacher unions led to conflict - one participant (P1) indicated that MOET did not want to involve the unions in the implementation of the PCP (2011).

4.3.6.3. Problems with reverting to initial positions

Responses from participants suggest that there were some principals who experienced problems and could not revert to their original teaching posts after the contract lapsed. In line with this situation, P2 indicated that *“some principals did not return to their previous positions but they were placed in ‘new’ schools in remote areas, and their lives were [subsequently] turned upside-down in terms of living arrangements, finances and social relations”*.

Since they were no longer principals and in positions of power, some principals who reverted to their initial teaching positions also experienced incidences of disrespect from their colleagues. This, according to P2, *“was just a classroom teacher [again], and the respect that was previously accorded to him/her [as a principal] was lost”*. Also, P2 was regarded now *“to be a subordinate and a servant again”* which was upsetting. In addition, those principals who were not reverted to previously-held posts, *“had to apply for other posts, and had to build their career again from the start”* (P2).

The above responses suggest that ex-principals experienced numerous problems when they wanted to go back to their initial posts after their contract with MOET ended. This resulted in some of them being placed in different schools, towns and districts. Those who had to stay at the schools where they served as principals now experienced disrespect and feelings of inferiority. It was apparent that PCP did not provide a guarantee that after the five-year term, teachers would get back to the positions they held before they entered into the PC agreement with MOET.

4.3.6.4. Hiring of unqualified principals

Also evident was a perception amongst the participants that MOET contracted people who were not adequately trained or experienced as principals, or were not in the service of the profession at the time of contracting. According to T1, MOET indicated that a *“PC could be signed by [anyone] who knows how to manage an organisation or school [and who is] not necessarily a teacher”*. This was confirmed by P4 that *“MOET hired anybody they felt would fit [as a school principal], without looking at their qualifications; for example, some principals were not even teachers at the time - so one can imagine how the school environment was like”*.

Entering into PCs with people who were not practising teachers resulted in conflict amongst teachers. This situation arose, according to T1, because “*people from outside [the school and the profession] would be hired*” [and such people might] not even be teachers”. The consequence of this is that “*there was less expertise [which] resulted in a shortage of teaching skills*” (T1). This could have possibly opened the door for the practice of nepotism.

From the above responses, it was apparent that MOET entered into contracts with unsuitable candidates to serve as principals and to manage schools with the aim of improving the quality of education in Lesotho. These appointments not only caused conflict amongst teachers, but also resulted in a lack of relevant expertise in schools.

3.3.6.5. Salaries based on school size

It was reported by P3 that “*only large schools benefited from this contract, and that middle or small school principals were paid less*”. As expected, this arrangement created friction among principals who were contracted under the same PC’s remuneration clauses.

According to P3 who now had to act as both principal and deputy principal of the school (at the same time), “*when the contract [of the principal] lapsed, no one was appointed to these positions*”. However, the original salary remained the same because MOET stated that based on qualifications, P3’s present salary is equivalent to that of a middle school principal”. In other words, this resulted in P3 basically receiving the same as before she became a principal.

4.3.7. Recommendations and strategies to effectively implement PCP

The last question put to the participants was: *What do you recommend to resolve the challenges regarding the implementation of the Performance Contract Policy (2011) in Lesotho high schools?* With this question, I hoped to find out what participants think could be done to improve the implementation of the PCP.

In response, participants gave various responses, such as that of T2 who suggested that “*the Ministry could improve the policy by finding funds that can help paying the principals*”. Also, T1 recommended that MOET “*should be clear on how the PCP works for principals, and what is expected of them*”. According to P2, the implementation of the PC can be

improved by *“MOET preparing themselves thoroughly for PCP implementation by leaving no loopholes”*. Further, P4 recommended that *“MOET should meet with all relevant stakeholders related to the implementation of the PCP and [they need to] completely unpack the PCP so that when implemented, they would know what to do”*.

From the responses of participants, it became apparent that MOET has seen the gaps in the PCP and thus developed a strategy to combat the challenges. Hence, UM2 indicated that *“the strategy that MOET has come up with [to assist with the implementation of the PCP], is called Performance Management System (PMS) that was already implemented in the Public Service, and MOET wants to adopt it in the education system because this strategy will ensure, amongst others, that incentives will be linked to performance only [and] not on salaries”*.

4.4 CONCLUSION

In this chapter, the experiences of principals with regard to the implementation of PCP in high schools were explored. This was elicited through semi-structured interviews with four principals, two teachers, two LTTU members, and two MOET officials. Based on what emerged from the interviews, it can be concluded that MOET faces various challenges in terms of developing school policies, including the Performance Contract Policy (MOET, 2011). In the next chapter (5) implications of the above will be considered in order to strategize to improve the development, restructuring and implementation of the PCP in Lesotho high schools.

CHAPTER FIVE

CONCLUSION AND RESEARCH IMPLICATIONS

5.1. INTRODUCTION

The previous chapter (4) dealt with the research methodology, the data analysis and the data interpretation. In this final chapter (5), I conclude this study and I discuss the findings of the study. Based on these findings certain recommendations are made.

5.2. SYNOPSIS, AIM, AND OBJECTIVES

The aim of this study was to explore the experiences of teachers, principals and MOET officials regarding the implementation of the *Performance Contracting Policy (2011)* in Lesotho high Schools. Performance Contracting (PC) is a process where an employee is examined and evaluated based on pre-set standards for purposes of providing feedback to the employee to show where improvements are needed and why. In education, Performance Contracting is perceived to be suitable for it provides a platform for teachers and principals to negotiate via analysis, strategic objectives and deliverables. The overall goal of PC is therefore to improve efficiency and effectiveness in the management of

public affairs (also schools) and to instil a culture of accountability in employees. In relation to education, PC could therefore also be regarded as a mechanism to improve proficiency and to instil a culture of answerability in education and in schools.

In line with this, in 2011 the Lesotho Ministry of Education and Training (MOET) adopted and implemented the *Performance Contract Policy* [PCP] (2011) in education. With this policy in place, MOET tried to ensure that school management systems focus on achieving the desired results, and that a framework of accountability in the education sector in Lesotho. This intervention was necessary in Lesotho's education system where standards were below par; and as such, threatened the development of the country and the progress of the Basotho people. The PCP was implemented in 2011 and it was focused mainly on the appointment of principals. It was assumed that by contracting principals into leadership and management positions at particular schools, and tying their salaries and future principalship positions to their performance in that school, would motivate them to work diligently and to literally "turn around" all underperforming high schools in Lesotho. In accordance with the policy, these principals entered into a five-year performance contract with the MOET.

The initial contracts with the first group of school principals ended in 2016 upon which the entire programme was abruptly terminated. This was the first time that such a policy was implemented in Lesotho's education system. Anecdotal evidence suggests that the implementation of the PCP (2011) was not successful for the Lesotho education sector in general, as it was fraught with problems. It was against this background and with little known formal research information available; I decided to explore the experiences of teachers, principals and other stakeholders regarding the implementation of the PCP (2011) in Lesotho Schools.

With this aim in mind, I decided to pursue the following objectives:

- To conceptualise performance contracting in general, and within the education sectors both internationally and within the Lesotho education context;
- To analyse the policy context within which the *Performance Contract Policy (2011)* operates;
- To explore the experiences of principals regarding the implementation of the Lesotho *Performance Contract Policy (2011)*; and
- To make recommendations with the aim of enhancing the implementation of PCP (2011) in Lesotho.

These objectives guided this study and formed the basis upon which the conclusions were reached. In addition, it also helped formulate the recommendations.

As the aim suggests, this study was primarily undertaken to explore the experiences of teachers and principals with regard to the implementation of the PCP (2011) in Lesotho high schools. Also, it was to explore through an analysis thereof, the context within which the PCP (2011) operated. Hence, the focus was on the “experiences” of those that were part of or involved with the implementation of the PCP (2011). This was particularly relevant as indications were that some principals who entered into the performance contracts were not entirely satisfied with the way they were treated by MOET during the period of the contract as well as after the contract was terminated. This is partly because these principals felt they were somewhat “forced” (in many cases without prior consultation) out of the posts they served in under these performance contracts as their performance contracts were not renewed and new contracts were signed with other teachers.

To realise the aim of this study, I developed an objective which prompted me to conduct a thorough literature review of the focus of this study, which is performance contracts. With the literature review I set out to establish the nature of PC, and how it was implemented across various contexts around the world. The literature review was discussed in chapter two, and it revealed that PC consists of a wide range of management tools used to define responsibilities and expectations between parties to achieve mutually agreed results. The literature review also suggested that PC improves performance, productivity, and it delivers quality and timely service to citizens.

Since the study is located in and informed by policy interventions in Lesotho education, a policy analysis also had to be conducted. The aim of the policy analysis was to familiarise myself with the policy framework of Lesotho's education system that informed and served as a building block concerning the PCP (2011). It also served to acquaint myself with the pronouncements of the PCP so as to establish what its aims and objectives are, and how to achieve them. As such, the policy analysis that was done in chapter three responded to the following objective: *To analyse the policy context within which the Lesotho PCP (2011) operates*. This policy document serves as backbone for the implementation of PC in Lesotho high Schools. In this policy analysis, the context and the content of the *Performance Contract Policy (2011)*, was analysed (see 3.3). The context analysis highlighted various political, social and economic factors that are unique to the Lesotho educational context and which in various ways influenced the development and the implementation of the PCP.

Moreover, the content analysis was done to ascertain specific pronouncements made in the PCP (2011), and other related policy documents. As such, I looked at pronouncements pertaining to the following aspects: the aim of the PCP (2011), administration, termination, gratuity, breach of contract, and values relevant to PCP implementation. Since the policy analysis was critical in nature, the content analysis also enabled me to expose particular silences, omissions and contradictions in the PCP (2011). It was assumed that the content analysis would highlight that which needed to be done, and not only ensure the successful implementation of the *Performance Contract Policy (2011)*, but also to improve the quality of education in Lesotho.

The literature review and the policy analysis gave some insight that enabled me to determine the perceptions and experiences of teachers regarding the implementation of PCP (2011) in Lesotho high schools. This objective was achieved and reported on in chapter four. In order to realise this objective, I engaged various teachers and officials who were subjected to and involved with the implementation of the PCP. In this regard, I interviewed 4 principals, 2 teachers, 2 union members and 2 MOET officials. The responses during the interviews were presented in chapter four. Table 5.1 depicts the

research questions, and the relevant chapters which were devoted to answering these questions.

Table 2: RESEARCH QUESTIONS AND RELATED CHAPTERS

OVERARCHING RESEARCHQUESTION	
What are experiences of teachers, principals and other stakeholders regarding implementation of PCP (2011) in Lesotho high schools?	
Secondary research question	Related Chapters
What is the nature of performance contracting in general, and in the context of education both internationally and in the Lesotho education sector?	Chapter 2

What is the policy context within which the <i>Lesotho PCP (2011)</i> operates?	Chapter 3
What are the experiences of principals regarding the implementation of Lesotho's PCP (2011)?	Chapter 4
What recommendations could be made about the implementation of the PCP?	Chapter 5

In what follows, I outline the main findings of this study against the background of both the literature review and policy analysis. Following the findings, some recommendations will be made. The findings will be presented according to the themes identified in chapter four. These themes are: understanding of PCP, purpose of PCP, finances, effectiveness of the PCP, experiences of principals, and challenges created by the implementation of PCP.

5.4. SUMMARY OF KEY FINDINGS

5.4.1. Understanding of PCP

The literature review indicated that the signing of a contract places a legal obligation upon two or more parties to perform their mutual responsibilities, and it proceeds until the termination of the contract. In addition, if one performs the assigned duties in the contract in accordance with its terms and conditions, it discharges one from any further entitlement(s) of the other party. A PC is generally regarded as a contract-plan, memorandum of understanding, signalling system, performance agreement, results framework, incentive contracts, performance monitoring, and evaluation system. In line with this, the policy analysis indicated that the development and implementation of performance contracting is in accordance with the *Lesotho Education Act of 2010* which not only provides for, but also commands the development and implementation of policies which will not only advance, amongst others, quality performance and accountability in education, but also give effect to the right to basic and free education that is accessible to all.

From the perspective of MOET, PCs are therefore tools that will assist with and contribute towards the improvement of education in Lesotho. The responses of participants, suggest that they have various ideas about and understandings of what PCs and also the PCP (2011) are all about. For some, the PCP is an instrument to improve the performance of principals, whilst others view it as a tool developed by MOET to manage, control, reprimand or to get rid of non-performing or misbehaving principals.

5.4.2. Aim and Purpose of the Performance Contract (PC)

A Performance Contract (PC) is regarded as a useful document for expressing clear definitions of objectives and supporting innovative, management, monitoring and control methods, while at the same time imparting managerial and operational autonomy to public service managers such as school principals. Thus, since PC is governed by performance management and performance measures, it aims at achieving the set targets of public service such as in schools. In accordance with this, the policy analysis has revealed that the aim of PCP (2011) is to make provision for education for all in accordance with the provisions of Section 28 of the Constitution (1993); and to clarify and describe the roles and responsibilities of those persons tasked with the administration of education in Lesotho. In addition, the PCP (2011) aims to ensure that school management systems are focused on achieving the desired results, and that a framework of accountability with the aim of improving the quality of education in Lesotho, is implemented.

Arising out of the responses of the participants, it was evident that the purpose of the PCP (2011) is primarily to improve the quality of education in Lesotho high schools. However, perceptions also centre on the aim of the PC which is to empower MOET to compel principals to perform and to achieve certain pre-determined outcomes. Participants indicated that through the PCP, the MOET ensured that non-performing principals will not permanently appointed in the future, and that they could easily be removed from their positions as principals. In addition, some participants regarded the PCP (2011) as a “weapon” that the MOET could use to dismiss principals if they were not performing or conducting themselves in a professional manner.

Also, the aim and purpose of PC was to imbue a sense of accountability and transparency in the service delivery and utilisation of the country’s resources, and to give autonomy to

government agencies without subjecting them to bureaucracies that hamper the efficient and effective delivery of goods and services to customers. The policy analysis indicates that a measure of accountability was built into the PCP (2011), as it expects principals to achieve certain outcomes, and to be subjected to inspections by MOET inspectors who would evaluate their performance. The function of the inspectorate was to inspect, on an annual basis, the work of schools and to report on achievements and on the general implementation of policies, and to support and give advice for schools.

Essentially, the functions of the inspectors were to evaluate and monitor the progress of principals – they were to check to hold them accountable by exercising a monitoring role and by reporting on the progress and performance of principals. The respondents also pointed out that with the PCP (2011), MOET wanted principals who could perform optimally, and that they implemented the PCP so that the contracts of principals who were found to be ineffective and non-performing could easily be terminated after the 5-year contract period. With this stipulation, the MOET ensured that they secure some form of accountability from principals. From literature, accountability in education is a broad concept that could be addressed in many ways, such as using political processes to assure democratic accountability, introducing market-based reforms to increase accountability to parents and children, or developing peer-based accountability systems to increase the professional accountability of teachers.

In addition, to the demand of accountability, the PCP (2011) also expected principals to provide accurate statistical returns (arithmetic average returns achieved, over a specified period) as stipulated in the regulations. These statistics relate to learner- numbers, pass rates, and other statistics that may be required. This encouraged schools to be competitive, and hence performances of schools were expected to improve.

5.4.3. Finance

In the literature reviewed, performance contracting is regarded as an agreement between the government and public individuals where goals or targets are set with incentives for the attainment of specific results. This is the case in Denver and Washington DC (USA) where a combination of annual bonuses and increases in teachers' base salaries are used, and bonuses are offered for increased students' academic achievement. In terms

of the pronouncements made in the PCP (2011), the policy analysis revealed that financial benefits in the form of a gratuity payable on termination of the contract, was part of the financial incentives that principals would receive after the termination of their contracts. The MOET's *Performance Contract Policy* (2011, Section 8) pronounced that a gratuity shall be payable on the effective termination date of the contract, but only for personnel who had worked for a minimum period of twelve months.

However, from responses elicited from the interviews, it was evident that certain financial constraints on the side of MOET hampered the effective implementation of the PCP, particularly concerning the payment of gratuities on termination of the contract. For example, not all principals got the gratuities on termination of the PCP, as was promised by MOET. Indications were that performance contracts entered into between the principals and the MOET lapsed mainly because of a shortage of funds, thus education in Lesotho came to a standstill when teachers embarked on a strike in protest of the non-payment of gratuities.

To dilute the problem pertaining to the gratuities and to end the strike, the MOET decided to convert the promised gratuities into loans that were to be deducted from the pensions of the principals (3.4.2.4). This was a clear indication that the MOET was not financially on a sound footing to proceed with the implementation of the PCP. It became obvious that the proper policy research and planning before implementation (especially financial aspects), were not instituted.

5.4.4. Effectiveness of the *Performance Contract Policy* (PCP)

Literature views performance contracts in education as an effective instrument in that it serves to motivate teachers and principals to improve their performance, consequently improving students' performances - in addition to the accountability factor. Also, through increased political and public support, and improved governance of the school, goals could become more achievable. According to the PC stipulations, in order to get better results, principals must ensure that meaningful learning and teaching takes place, and that they will maintain and enforce discipline among staff and all registered learners. However, respondents indicated that as principals they did not understand what was expected of them and to what extent they were supposed to execute their duties, as there

was no training at all and the expectations were not discussed and explained to them by MOET. Despite the intention of the PCP (2011) – which was to improve the quality of education in Lesotho - principals were not briefed beforehand on what MOET expected of them, and how MOET expected them to manage schools in order to realise this aim. This to a large extent impacted on the effectiveness of the PCP. Some participants explicitly indicated that the PCP was not effective and that the MOET needs to replace it with a more effective policy or intervention.

5.4.4.1. Evaluation and monitoring of the PCP (2011)

Literature revealed that in accordance with the stipulations concerning performance contracting, it is imperative to monitor employees (in this case principals), and provide regular feedback to managers on their progress in terms of the achievements of the agreed performance objectives. In addition, monitoring of employees under PC also creates the opportunity for managers to provide regular formal and informal feedback to the employees (principals) on their assessment. This is an integral part in ensuring that agreed-upon aims and objectives are met within specified timeframes. In the case of the implementation of the PCP (2011), the policy analysis revealed that principals would be evaluated annually by the school inspectorate in accordance with the *Lesotho Education Act of 2010* and the guidelines on *Performance Standards for School Principals*. This annual evaluation comprised of self-appraisal, after which the self-appraisal report is submitted to the School Board to ratify, and then forwarded to the inspectorate to recommend renewal of the contract of the principal if they were satisfied with the progress. The expectation that principals should initially appraise or evaluate themselves is typical of neoliberalism surveillance. Ball (2004: 219) states that, “under neoliberalism, schools operate within new forms of very immediate surveillance and self-monitoring in the form of appraisal systems, target-setting, and output comparisons”.

However, responses from the interviews revealed that the inspectorate did not perform its duties, and that they did not adhere to the stipulation of the PCP (2011); namely, that they should on an annual basis monitor and evaluate the progress of the principals. Such monitoring would have been beneficial to identify the challenges principals were faced with. This lack of a critical eye (inspectorate) jeopardised their ability to lead schools to achieve quality education. Moreover, it would also have been crucial to identify areas of

support and intervention to ensure that agreed upon aims and objectives were achieved. As a result, participants largely blamed the failure of the PCP (2011) on the fact that the MOET did not assist the principals and schools. The absence of school visits and inspections indicate that the MOET did not do its job concerning evaluation and monitoring of principals and their schools – this was one of the prime reasons for the failure of the implementation of the PCP (2011).

5.4.4.2. Realising quality education

Performance contracting aims to improve the quality of education via astute management and innovative leadership. It enhances the quality of education; hence, governments and employers set targets for employees, public agencies and education departments. As such, all learners are provided with skills, knowledge and values to become productive members of society and contribute to the enhancement of their individual and communal wellbeing.

The vision of quality education is not only articulated in the PCP (2011), but it is also one of the cornerstones upon which Lesotho's education is built which is reflected in all education policies as well as the *Lesotho Education Act (2010)*. However, the responses from the interview sessions indicated that the implementation of PCP did not improve the quality of education, and the performance of schools was not flattering. Moreover, the participants felt that the PCP was not effectively implemented and that it has dismally failed in improving the quality of education. Hence, they suggested that the MOET should look for an alternative policy that will improve the quality of education in Lesotho because the enactment of the PCP failed dismally.

5.4.5. Challenges of the PCP (2011)

Literature review revealed various challenges which in various ways negatively impacted on the effective implementation of policy. In this study, literature exposed the fact that the effective implementation of PC was threatened by a lack of political will, ownership, and support at the highest levels concerning the transfer and/or removal of staff at different stages of their contracts. Another challenge was that the PC system failed to articulate precisely how the specific performances will be measured, defined, calculated and reported on during the contract period. This was exacerbated by MOET's failure to train the principals, to discuss with them the expectations of the PCP, and render to

support in terms of challenges that principals faced during the period of contracting. In total, all these challenges to a large extent hampered the effective implementation of the PCP (2011) and the realisation of the agreed-upon outcomes.

Another challenge to the effective implementation of the PCP (2011) that I detected, during the policy-analysis process, which resonates with the literature review, relates to silences and omissions that I discovered in the PCP (2011). These silences and/or omissions could in various ways hamper the effective implementation of the PCP (2011). One such silence or omission relates to the conceptualisation of the expected outcome of the contract. The policy analysis indicated that although the MOET, through the PC, anticipates the realisation of good quality education and accountability from the principals, neither one of these concepts are explicitly or implicitly described. My analysis revealed that nowhere in the *Performance Contracting Policy* (2011) is it explained what “good quality education” entails and/or how it would be measured. Also, I could not find any other official document from MOET that explicitly defines and describes what MOET means by “quality education”.

The PCP (2011) only states that annual evaluation would be done through self-assessment and by the inspectorate. It is not clear from the PCP (2011) what format this evaluation would take, what evidence would be expected from the principal or what assessment tools would be used. Clearly, the same criteria that are used by the inspectorate to monitor and evaluate principals in ordinary public schools cannot be used to evaluate and monitor the principals contracted under the PCP (2011). My contention is further emphasised by the absence of a clear definition and description of what ‘quality education’ is and how it would be identified. This opens the door for the inspectorate and for the MOET to unilaterally decide what “good quality education’ is, and to randomly apply their (MOET’s) own definition and criteria to assess schools and principals. Not clearly defining the concept of “good quality education” creates vagueness in the PCP (2011) which could leave principals exposed and at the mercy of the MOET.

The PCP is silent on the kind of supervision or mentoring that would be given to principals to ensure that agreed-upon conditions are met. It is also silent in terms of who will mentor the principals towards success and how the process of mentoring will unfold. The

literature review also revealed that the effective implementation of PCs are threatened by a low implementation capability which could be blamed on the shortage or absence of infrastructure and resources – whether human, physical, or financial. As such, the implementation of any policy assumes that prior planning by governments took place to ensure that certain resources were readily available to secure successful outputs. This assumes that MOET and the Lesotho Government should have checked before implementation that all resources (and processes) were available or in place to ensure that the PCP (2011) is effectively implemented.

Also, bureaucracy and its structures during the policy implementation process negatively impacted on PCP's successful implementation. Here, the availability of resources, finances, and processes (such as those to effect the payment of gratuities) were not seriously considered in the planning stage of the PCP (2011). This was aggravated by the lack of clear direction in the processes of termination, placement or re-integration of principals which led to several challenges.

Moreover, a degree of vagueness was detected in the PCP (2011). The PC (MOET 2011, Section 6), makes provision for a gratuity of 25% of the aggregate salary drawn during the period of the contract under the provisions of clause 4(a) to (4h). However, it is not clear which "clause" this is as the PCP itself does not contain these sections or clauses and no explicit reference is made to any other official policy where this clause could be found and read for a better understanding of its implications and its meaning. Also, the PCP (2011) does not give any guidelines as to what principals must do when they voluntarily terminate their contracts and what were the procedures they needed to follow.

The interviews confirmed that the MOET, in formulating the PCP (2011), did not take the contextual factors into consideration, nor did they consider the practical and financial implications before implementation. One such anomaly that the interviews revealed was that principals were occupying dual posts – one as the principal, and the other as a teacher. This arose because principals were promised that they could return to their original posts after the expiry of their contracts, while others (principals) found themselves without jobs as their initial positions at schools were filled by permanent teachers.

Upon the termination of their contracts, principals also found out that the promised gratuities were not paid out to them. This was in line with the *Lesotho Finance Act (2012)* which does not provide for two types of gratuities to be paid out. Also, the GOL did not have money available to pay out gratuities to principals. In instances where these “displaced” principals were now without a position, MOET subsequently had to look for vacant positions elsewhere to place them. This situation created more “unnecessary” positions which resulted in a bloated salary budget for MOET.

Furthermore, it was stated that inspectors will annually visit principals, and that principals should also assess themselves. However, from the responses of the participants it was evident that principals were not well prepared to ensure the effective implementation of the PCP. Also, principals were not evaluated during their tenure to establish the extent to which they were adhering to the prescriptions of the PC. This situation created untold confusion and uncertainty, and consequently led to the failure of the PCP (2011).

5.4.6. Experiences of Principals

From the responses of principals, it was obvious that they had negative experiences and views as they regarded the PCP as a courier for corruption because some people faked their qualifications in order to enter into a performance contract with MOET. This arose because the PCP (2011) required prospective candidates (principals) to have management skills and not necessarily teaching experience. This added to the confusion created by the PCP.

Close links between neoliberalism and the PCP (2011) were evident. Neoliberalism promotes and advances the logic of the economy, and Brint (2006) indicates that schools under neo-liberalism were like firms competing with each other in a free-market with entrepreneurial managers to run them – not educators. However, schools require educational managers with teaching experience to be effective and efficient. Therefore, the decision by MOET to embark on and implement performance contracts through the PCP (2011) could be interpreted as the influence of neo-liberalism on education in Lesotho. It is therefore not surprising to learn from the interviews that MOET contracted personnel who had no experience as principals to replace the principals in underperforming schools to achieve predetermined targets and outcomes. Attack

(2017:43) states that while neoliberalism holds principals responsible for the falling standards at schools “because they [principals] are not competent enough”, it disregards the impact of socio-economic factors on teaching and learning.

From the interviews it also became apparent that the PCP (2011) resulted in many unforeseen and unanticipated consequences for principals. I have reported on the fact that some principals could not return to their original teaching post, although the PCP (2011) makes provision for principals to be able to take up their original teaching posts after the expiry of their five-year contracts. Some displaced teachers were instructed to take up teaching posts in other schools and districts far away from their residence. In addition, principals did not get the gratuities promised when their contracts came to an end. Also, upon the termination of their contracts, some principals were affected psychologically as a result of the “hierarchical dip” as now they were expected to return to their previous positions and remain as ordinary teachers at the schools that they managed before. All these factors negatively impacted on the experiences of the principals with regards to the implementation of the PCP (2011).

5.5. In summary

The main research question of this study was: *What are the experiences of teachers and MOET officials regarding the implementation of PCP (2011) in Lesotho high Schools?* In answering this question, I outline the important findings that speak directly to the focus of the study.

I found that respondents have diverse notions ideas and understandings of what the PCP (2011) is all about. Some regard the PCP (2011) as an instrument to improve the performance of principals. However, of concern, are negative perceptions that the PCP (2011) creates especially when it is used as an instrument that gives MOET autocratic powers to manage, compel, control, reprimand or to get rid of underperforming or insubordinate principals. Participants indicated that through the PCP, the MOET ensured that such principals were not permanently appointed, and that they could easily be removed from their positions as principals. These perceptions coincide with what Robinson (2006: 468) refers to as “management-by-fear” where non-performing

employees (principals) are stripped of their professionalism and holds them responsible for student or school failure.

In addition, it was stated that MOET did not support principals in the execution of their duties, as was promised and agreed upon in the PCP. Participants indicated that they were not trained on the expectations of the PCP, and did not get any assistance during the period of the contract. From these responses it was assumed that participants were left on their own to realise the agreed-upon outcomes to turn around underperforming schools. Although principals were expected to return to their initial positions after their contract with the MOET ended, the PCP (2011) was vague or silent and did not stipulate how or whether these positions of the principals should be filled or secured during their absence from the school. It also was apparent that the policy was unilaterally developed and implemented by the MOET as unions displayed discomfort with some of the practices that emanated from the implementation of the PCP.

Furthermore, the MOET did not pay out the agreed-upon gratuity to the principals. It created the impression that a gratuity will be paid out, as it failed to consult with the Lesotho Finance Law department, which does not allow for the payment of double gratuities. Instead of honouring the agreement of the PCP, the MOET offered principals a loan instead of their gratuity which implied that when principals retire and their pension is supposed to be paid out, this loan will be deducted from their pension fund, leaving the principals with less money in their retirement years.

Clearly, the implementation of the PCP did not contribute much to the improvement of education in Lesotho. Participants were rather disappointed in the PCP and blamed its failure on the fact that the MOET did not do its job in assisting the principals or schools through ongoing school visits and inspections that would have been of great assistance to upgrade all-round school performance. Moreover, the neoliberalism thinking without socio-economic uplift of schools was idealistic. For some principals the positions they held as principals was overwhelming particularly because they did not get any support from the MOET. However, despite the negative experiences of some principals, others benefited greatly from the position as it was a learning experience that enriched their management and teaching skills.

5.6. RECOMMENDATIONS

The above conclusions throw a negative light on the PCP (2011) as an instrument to improve the quality of education in Lesotho. To mitigate these adversities experienced by performance-contracted personnel, the following recommendations are suggested:

- The MOET should plan workshops and training programmes prior to policy-implementation in order to avoid ambiguities, misconceptions or misinterpretations, as was the case of the PCP (2011). In addition, the MOET who is primarily responsible for teacher-training must conduct extensive critical-analysing information sessions on educational policies so that teachers know what is expected of them to improve the quality of education.
- The MOET should evaluate, monitor and assist principals and schools during the implementation of relevant policies. To ensure its effectiveness, continuous monitoring and evaluation should be conducted in order to identify factors that might jeopardise the effective implementation of a policy. Such monitoring and evaluation also provides the required information upon which corrective and remedial actions could be based as this will increase the likelihood that the stated policy aims and objectives are achieved.
- The MOET should assess student progress to determine teachers' and schools' performance toward set objectives over a period of time. Aligned to this, transparent measures to test accountability should be communicated to principals and teachers so as to disseminate what exactly is expected of them in terms of improving the quality of academic performance at the school.
 - The MOET should prior to the implementation of policies dissect each section in collaboration with all stakeholders (e.g. the unions, treasury, legal advisors etc.). It should especially explore the financial viability and its implications of the implementation of the policy. This means that sufficient funds and other relevant resources should be readily and amply available. This also means that MOET should be *a fait* with the

impact and interconnectedness to other policies, especially those on a macro level and those outside the scope of MOET, but which have an influence (direct or indirect) on the effectiveness of the intervention, such as Lesotho Financial Laws. The MOET should therefore be sensitive to the interrelatedness and the intertextuality of all relevant policies.

- The MOET should give clear pronouncements, and when required clarify aspects of contracts, especially those concerning personnel. There should be no silences and omissions pertaining to service-delivery contracts.

It is anticipated that these recommendations will contribute towards all educational policies' effective and successful implementation.

5.7. Challenges experienced during my journey

Now that I am at the end of this study, it is important that I reflect on my experiences during this journey. In 2017, I started this study with the notion that it would be interesting and free of challenges. Interesting it was, but I have experienced a number of challenges along the way. I was fascinated by the topic and embarked on the study with great enthusiasm. However, along the line, I realised that pursuing a master's degree was not so simple. One of my greatest eye-openers was about the reluctance of teachers to participate in this research project.

When I started, I had the expectation that teachers would be interested to be part of the journey, and that they would be very cooperative during the interviews. To my surprise, I experienced a lot of hesitation and suspicion from the participants. I reckon that their fear and reluctance to participate stemmed from the fact that the interviews were conducted immediately after the teachers' strike had ended. This strike was sparked by the failure of the PCP (2011), and it therefore involved the principals and teachers. It was very frustrating to conduct interviews with the participants. I was mindful that I should not impose myself on prospective participants or coerce them in any way into participating. For some I literally had to go to their respective residences because they seemed to have evaded me even though we set appointment dates and times in advance. Along the way,

I also became despondent and discouraged. This was primarily due to the following difficulties I had experienced:

- During data collection processes, the teachers were located in different areas and I had to pay quite a substantial amount for their transport to come to the venues where we had agreed to conduct the interviews. The process became gradually more expensive because I had to conduct various interviews in order to generate more in-depth data.
- I also had to call all the participants numerous times to confirm their availability and participation in the interviews. Although some were reluctant to participate in the interviews, I never forced them, but consulted with them a number of times.
- Most participants spoke Sesotho during the interviews. This made the translation and transcription of the interviews very tedious, as I found it difficult to find the exact English words for ones in Sesotho during translation.
- I also was challenged to find money pertaining to editing of my draft master's dissertation.

However, despite these challenges, I managed to learn a lot about the topic of my study, which is performance contracting. I also learnt much about the nature of research – that it is a methodical and systematic process. In addition, where I initially thought that doing a master's degree was just about reading and writing, I soon realised that a research project such as this is characterised by a particular logic and coherence – that there should be a cohesive link in all aspects of the content, and whatever I state should be relevant to my study.

5.8. Area for further research

Because of the nature of this master's study, the scope and depth of my research was limited. However, this has opened up the opportunity for me to identify a number of potential research avenues:

- Firstly, when teachers expressed their views and experiences with regards to PCP (2011), it was clear that there was some ideological base that informed

MOET's choice of strategy to improve the quality of education in Lesotho. It would be interesting to find out what that position was and what informed it.

- I also realised that teachers learned new skills and methods of leading and managing high schools to ensure quality education. One may want to investigate how inexperienced principals led and managed high schools in Lesotho.
- I also think it would be interesting to research the impact the PCP (2011) on the performance of a larger population of principals and teachers.
- Lastly, studies should focus on the potential for PCPs to advance individual and institutional growth and how this contributes to the economy of Lesotho.

5.9. CONCLUSION

According to the *Constitution of Lesotho* (1998: Section 28), education shall be made available to all, and the *Education Act* (2010: Section 4(b)) envisages that there will be provision for free education at all levels of learning. This right to free education and learning is also articulated in the *Performance Contract Policy* (2011). Under this policy framework, principals were required to lead their schools to ensure good quality education by instituting sound professional management that leads to effective teaching-learning practices.

It was this policy framework that aroused my research interest and informed my research question: *what are the experiences of principals, teachers and MOET officers with regard to the implementation of PCP (2011) in Lesotho high schools?* In order to respond to this question, my study was guided by various objectives which revealed that teachers, principals and other relevant stakeholders experienced the implementation of the PCP (2011) as being highly problematic and that it did not yield the anticipated outcome – namely, to improve the quality of education in Lesotho. Based on the ineffectiveness of the PCP's (2011) implementation, certain recommendations were made aimed at improving the implementation of policies in Lesotho's education system to uplift the standard of education to reach global benchmarks.

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APPENDICES

APPENDIX-A

LETTERS OF CONSENT

MasekakeMefi
Lifelekoaneng
PO Box 1254
Mafeteng 900
Lesotho

07th March 2019

The Ministry of Education and Training
Maseru 100
Lesotho

RE: REQUEST TO CARRY OUT RESEARCH IN MINISTRY OF EDUCATION AND TRAINING (MOET) IN LESOTHO

I hereby request to be granted permission to interview two (2) MOET officials who are currently working in the Ministry of Education and Training Headquarters in Maseru Lesotho.

I am currently enrolled for a Master's degree in Policy Studies and Governance in Education at the Faculty of Education, University of the Free State. My research topic is: **“An exploration in the implementation of *Performance Contracting Policy (2011)* in Lesotho High Schools”**. The overall objective of this research is to explore experiences of principals regarding the implementation of Performance Contracting Policy (2011) in Lesotho High Schools. Information gathered will help to fill the gap in existing literature on the PCP in Lesotho education. It is furthermore hoped that the findings of this study will serve as an indication to the government of Lesotho and the MOET as to what needs to be done to improve the implementation of the *Performance Contracting Policy (2011)*.

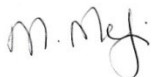
As such, the government could use the results of this research to come up with efficient and effective performance contracts which will in turn improve the productivity of teachers and principals. Furthermore, policy makers can also get insight into how they can improve implementation of performance contracts which will see the successful advancements in support of the current procedures, policies and systems. Information gathered through the interviews will also be used for the completion of my Master's degree in Education.

The MOET officials will be purposely selected from MOET Headquarters office where two (2) officials will be interviewed. No harm is expected from participating in this interview, and the identities of the participating officials will not be revealed.

Should you need any more information about this research project, please feel free to contact me.

I hope my request will be positively considered.

Yours Faithfully

A handwritten signature in black ink, appearing to read 'M. Mefi'.

MasekakeMefi

MasekakeMefi
Lifelekoaneng
PO Box 1254
Mafeteng 900
Lesotho

07th March 2019

The Chairperson
Lesotho Teachers Trade Union
Maseru 100
Lesotho

RE: REQUEST TO CARRY OUT RESEARCH USING TRADE UNION MEMBERS

I hereby request to be granted permission to interview two (2) members of your trade union who are currently teachers at Lesotho high schools.

I am currently enrolled for a Master's degree in Policy Studies and Governance in Education at the Faculty of Education, University of the Free State. My research topic is: **“An exploration in the implementation of *Performance Contracting Policy (2011)* in Lesotho High Schools”**. The overall objective of this research is to explore experiences of principals regarding the implementation of Performance Contracting Policy(2011) in Lesotho High Schools. Information gathered will help to fill the gap in existing literature on the PCP in Lesotho education. It is furthermore hoped that the findings of this study

will serve as an indication to the government of Lesotho and the MOET as to what needs to be done to improve the implementation of the *Performance Contracting Policy (2011)*.

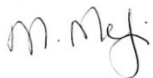
As such, the government could use the results of this research to come up with efficient and effective performance contracts which will in turn improve the productivity of teachers and principals. In addition, policy makers can also get insight into how they can improve implementation of performance contracts which will see successful advancements in support of the current procedures, policies and systems. The information gathered through the interviews will also be used for completion of Master's degree in Education.

Interviews will be conducted after school or during break so as to not interfere with the daily and normal activities of the school. The name of the trade union or the affiliated members will not be reflected in any way what so ever in my research report.

Should you need any further information about this research project, please feel free to contact me.

I hope my request will be positively considered.

Yours Faithfully

A handwritten signature in black ink, appearing to read 'M. Mefi'.

MasekakeMefi

MasekakeMefi
PO Box 1254
Mafeteng 900
Lesotho

07th March 2019

The Principal;
Name of the school
Mafeteng 900
Lesotho

RE: REQUEST TO CARRY OUT RESEARCH USING THE PRINCIPALS

I hereby request to be granted permission to interview two (2) serving principals and two (2) principals who have completed the initial implementation phase of the performance contracts, but who are not acting in the capacity of principals anymore.

I am currently enrolled for a Master's degree in Policy Studies and Governance in Education at the Faculty of Education, University of the Free State. My research topic is: **"An exploration in the implementation of *Performance Contracting Policy (2011) in Lesotho High Schools*".** The overall objective of this research is to explore experiences of principals regarding the implementation of Performance Contracting Policy (2011) in Lesotho High Schools. Information gathered will help to fill the gap in existing literature on the PCP in Lesotho education. It is furthermore hoped that the findings of this study will serve as an indication to the government of Lesotho and the

MOET as to what needs to be done to improve the implementation of the *Performance Contracting Policy (2011)*.

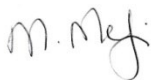
As such, the government could use the results of this research to come up with efficient and effective performance contracts which will in turn improve the productivity of teachers and principals. In addition, policy makers can also get insight into how they can improve implementation of performance contracts which will see successful advancements in support of the current procedures, policies and systems. In addition, the information gathered through the interviews will also be used for completion of Master's degree in Education.

Interviews will be conducted after school or during break time so as not to interfere with the daily and normal activities of the school. The name of the school or the principal will not be reflected in any way whatsoever in my research report.

Should you need any more information about this research project, please feel free to contact me.

I hope my request will be positively considered.

Yours Faithfully

A handwritten signature in black ink that reads "M. Mefi". The signature is written in a cursive, slightly slanted style.

MasekakeMefi

APPENDIX-B

RESEARCH QUESTIONS FOR PARTICIPANTS ON PCP (2011)

PRINCIPALS

1. What is your understanding of the PCP?
2. What, according to you, was the specific purpose for implementing the PCP?
3. Do you think it fulfilled the purpose it was intended for? Please explain.
4. Do you think the PCP is sustainable? Why do you say so?
5. What were your expectations when you entered into the contract with the MOET?
6. Did the MOET through the PCP, lived up to that expectations?
7. Do you think the PCP can in fact contribute towards education in Lesotho?

8. Did you receive all the benefits promised to you in the PCP? If not, why not? How do you feel about it?
9. What are the challenges you encountered during this contract period?
10. Any comments you can make regarding the implementation of Performance Contract Policy (2011).
11. How do you think could the implementation of the PCP be improved?
12. What is your experience of the implementation of the PCP? Why?
13. Section 17 of the *Performance Contract Policy* shows the support from the MOET that they will offer principals to do additional assignments and responsibility to attract additional remuneration. Did principals of that nature receive their additional remuneration if not what measures have principals take

TEACHERS

1. What is your understanding of the PCP?

2. Since Performance Contract implementation have you seen any change? If so how?
3. How was the treatment from principals during that period?
4. After the period of 5 years lapsed? Did it continue? If not why?
5. What do you think the MOET could do to improve this policy?
6. Did this policy do what it intend to do?
7. How is the performance of schools, teachers and principals before and after the implementation of this policy?
8. How did you feel when you heard principals are still owed their gratuities?
9. Why do you think PCP applies mainly on principals not on all teachers? Are satisfied with that?
10. Is performance contract policy one of the reasons why teachers went on strike?
11. What are the challenges faced since the implementation of PCP?

LESOTHO TEACHERS TRADE UNION (LTTU)

1. What do think of performance contract policy (2011)?
2. What role, if any, did you play in the development and the implementation of the PCP?
3. Was it effective or not? Give reasons please.
4. What are or where the expectations with regards to your involvement in the PCP?
5. What was aim with the implementation of the PCP in Lesotho education?
6. Are you satisfied with the outcome of this contract?
7. Looking at the educational system of Lesotho? Have you seen improved performance since PCP was implemented?
8. Do you think PC contributed towards the development of the education in the country?

MINISTRY OF EDUCATION AND TRAINING OFFICIALS

1. Why was Performance Contract Policy (2011) implemented in Lesotho education?
2. What is the main specific objective of PCP?

3. Before implementing it, did you check how other countries have implemented it?
4. Why is there is no formal written performance contract policy yet it was approved by law in the parliament?
5. Why does this policy apply mainly on principals not all teachers?
6. Principals were promised salary packages, why are they still not paid even now?
7. Is the ministry facing some financial challenges? Is so, what are those challenges?
8. Have trade unions approached MOET about the outstanding balances for principals?
9. How are you planning to solve this problem?
10. Has PCP resulted in quality education? According to MOET what is quality education?
11. What triggered the change from permanent and pensionable principals to temporary contracted principals?
12. Since the implementation of the PCP do you see any improvement in the performance of schools in general?
13. What are the measures you have already taken to make sure that principals are paid their gratuities?
14. How is the Minister of Education contributing towards settling the disputes between MOET and principals?
15. Any challenges you faced since the implementation of the PCP? Please give details.
16. Do you have better strategies on how you will implement PCP in future?