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Qualities of Learning Contracts

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Summary

This is a review of the emerging consensus on the value of learning contracts in HE, features of good practice, staff roles, progression, and recognition of non-negotiable items.

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Chapter 18

Qualities of Learning Contracts

Geoff Anderson, David Baud and Jane Sampson

Editors' introduction

A capability curriculum in which students are encouraged to take responsibility not only for the delivery but also the design of their higher education programme poses particular problems within an institutional context. Learning contracts in their various guises are rapidly emerging as appropriate curriculum devices which appear to offer solutions to those problems by (a) accommodating the different interests of the various stakeholders involved (teachers, employers, institutions and students); (b) providing a manageable common framework for diversity; (c) imposing a discipline for rigour through accountability; (d) stimulating deep approaches to learning; and (e) encouraging students to develop a range of useful skills.

Boud, Anderson and Sampson at the University of Technology in Sydney (UTS) have been using learning contracts for a number of years. In this chapter they report an emerging consensus of support for the effectiveness of learning contracts from a variety of contexts world-wide, despite some voices of caution. The writers draw on the experience of their colleagues at UTS and present the reader with a useful guide to their successful introduction elsewhere. They report on difficulties on good practice and on what is non-negotiable. Finally, they offer some advice to academic staff.

Introduction

Learning contracts provide a way of structuring learning and assessment which allows students significantly to direct their own learning within the overall goals of a course. While they are becoming an increasingly common feature of higher education courses which promote capability, there has been little investigation of the expectations academic supervisors have of either the initial proposal or the completed work.

This chapter outlines the practice of using learning contracts and discusses common concerns which are raised. It draws on the experience of teaching staff who have used this approach over many years to outline the qualities such staff look for in learning contracts, to identify what is non-negotiable in this form of negotiated learning and to suggest ways in which learning contracts can be effectively used in practice.

Using learning contracts and negotiated learning

A typical learning contract as used in higher education is a formal written agreement between a learner and a supervisor which details what is to be learnt, the resources and strategies available to assist in learning it, what will be produced as evidence of the learning having occurred and how that product will be assessed (Knowles, 1975). It also

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specifies a commencement and completion date for the activity. The contract provides a focus for learning activities which are largely directed by the learner but which earn credit towards an academic award.

Although the most common term used is 'learning contract', in some institutions they are referred to as learning agreements in order to avoid the legal implications of the word 'contract'.

In using learning contracts individual learners are involved with staff supervisors in determining their own learning needs within a particular area. The method provides an opportunity for learners to work on topics of direct relevance and interest to themselves. It also assists learners to develop a better understanding of their own approach to learning and to identify sources of assistance available to them.

Although students are encouraged to propose objectives and assessment criteria the supervisor is expected to:

- participate in negotiating them;
- ensure that the objectives are appropriate for the subject or course;
- work with the learner to consider other relevant issues; and
- generally develop students' thinking about the topic.

The supervisor also has a responsibility to modify the proposed objectives if they appear unrealistic or inappropriate, too ambitious or too simplistic.

A number of claims have been made for the learning contract method with regard to the development of learners, their relationship to learning and the strengthening of their academic skills. The method fosters independence and develops problem-solving skills (Tompkins and McGraw, 1988) as well as being flexible in meeting different learning needs, styles and paces of learning (Galbraith and Zelemark, 1991). It also develops in users some of the competencies required to undertake fully self-directed learning (Caffarella and Caffarella, 1986).

Lane (1988) emphasizes the focus that a contract brings to a learner's activities. It engenders a sense of ownership of the learning process and, by specifying objectives in advance, both parties have an agreed understanding of the expected outcomes. In addition, the method aids the development of such necessary work-related skills as objective setting, negotiation, review and evaluation of one's work and acceptance of responsibility for outcomes.

Brookfield (1986, p.81) has described learning contracts as, 'the chief mechanism used as an enhancement of self-direction (in learning)', although he cautions that, 'the ability to write contracts is a learned skill, and facilitators must spend considerable time helping students to focus on realistic and manageable activities'. He also warns against assuming that the skill required to plan and write a learning contract is some sort of innate ability all learners possess. Malcolm Knowles has long been one of the strongest proponents for the use of learning contracts and considers the contract method to be the educational approach most congruent with the assumptions he makes about adult learners (Knowles, 1986). Stephenson and Laycock (1993) have identified the growing use of learning contracts in the UK and their application in both academic and work-place-related learning. In our own work (Anderson, Boud and Sampson 1996) we have brought together current best practice in the use of learning contracts in order to guide students and teachers.

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While there has been considerable discussion of learning contracts as a particular strategy, they are one example of a broader class of teaching and learning approaches which are commonly referred to as negotiated learning. The characteristic of negotiated learning is that programmes of study are jointly determined by staff and students. Negotiation may occur on an individual or group basis and may range in extent from a single assignment to an entire degree programme. Proponents of negotiated learning argue that it is only through processes which explicitly take into account the diverse and specific needs of students within the context of non-negotiable requirements of courses that programmes of study can be created which are flexible enough to address new student populations.

Some concerns about learning contracts

The ways in which the learners and the supervisors are introduced to learning contracts is a recurrent concern in much of the literature on contract learning (Lane, 1988; Tompkins and McGraw, 1988; O'Donnell and Caffarella, 1990; Hammond and Collins, 1991). Careful attention to orienting the users and to developing their skills in using contracts is seen as important, or else the use of contracts may produce anxiety or frustration within the learner. Buzzell and Roman (1981, p.142) cite a case study where simply drafting the 'perfect' contract became a central concern and was seen as a major assignment in its own right. Not surprisingly, feelings of hostility and anxiety were aroused until finally the students came to the realization that the contract was merely a tool, a means to an end and not an end in itself.

Other problems associated with the use of contracts are fairly well documented. Knowles (1986) concedes contracts may not be suitable when the subject matter is new to the learner because decisions about what needs to be learnt can be difficult to make and the resources and strategies available may not be readily identified. O'Donnell and Caffarella (1990) also mention the discomfort teachers and learners may feel with a new and unknown way of doing things, the concern educators may feel about the academic quality of the resultant learning, and the time pressures the method imposes on teachers and learners. Hammond and Collins (1991) see inadequate orientation as the major problem but also mention the possibility that the method may make learners too individualistic and could lessen their ability to compromise and to accommodate others in subsequent situations.

Despite such concerns there is a widely expressed view in the literature that learning contracts represent a useful and often powerful way not only of promoting independent learning and the skills which this develops, but also of tailoring courses to the needs of specific students. That the approach can be used in a variety of situations and with a diversity of learners further enhances its appeal.

What constitutes a good learning contract?

Having used learning contracts as the main vehicle for learning and student assessment in undergraduate and postgraduate courses in adult education at the UTS for many years, we undertook an investigation into the actual practice. The views of 26 staff who had an average of five years' experience in negotiating learning contracts were sought. They were asked to identify what they believed constituted a good proposal for a contract and what they looked for in completed contracts.

Not surprisingly, the single most frequently mentioned characteristic of a contract proposal which staff expected was that it fulfilled the technical requirements of contract formalism, particularly in regard to clear objectives and criteria for assessment. This was followed by equal emphasis on the relevance of the contract to the individual needs of the student and

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attention to the learning process as indicated by the strategies and resources identified. Direct relevance to the course aims and content, relevance to the student's field of practice and the development of intellectual and learning skills were mentioned by fewer respondents.

While some staff stressed the collaborative nature of the contract proposal, only one required that regular consultation over the life of the contract be explicitly agreed at the outset - others may have taken this as a given or not seen it as important unless specifically requested by the student. It was an expectation of the majority of respondents that the contract would involve either new learning or an attempt to integrate theory and practice through reflection and research. The emphasis in any given contract often depends upon the stage or level of the course in which the contract is undertaken or upon the student's experience in the method. It was clear that staff regard the learning contract method as involving a process of learning and development and that this process is considered just as important as the final product, if not more so (at least at the negotiation stage). The emphasis at the initial stage is very much on the nature of the task to be undertaken by the student and how it will help them grow in his or her role (in our case) as an adult educator.

The qualities looked for in completed contracts indicated the assessment criteria staff use to evaluate contracts and hence the factors which will determine whether or not a student passes the course. However, the system in use in our own courses allows students wherever possible to resubmit unsatisfactory work by rating it 'incomplete' rather than 'fail'. This recognizes the individual nature of learning and that success or failure can only be viewed as relative to the original objectives and the negotiated contract agreement.

Indeed it was the achievement of the contract objectives which the majority of respondents regarded as the main assessment criteria. Through careful negotiation at the outset and subsequent collaborative revision as required during the project, the assessment criteria should be clear to both student and assessor long before the work specified in the contract proposal is completed. Hence most of the responses to this question repeated the qualities determined at the negotiation stage, such as evidence of further reading and research, critical reflection, original thought, and the linking of theory to practice. In addition there was a clear expectation by almost all staff that some attention would be paid to presentation and that this was an important consideration when assessing the completed contract. This aspect involved factors such as completeness, structure and organization, layout, clarity of expression and correct referencing procedures. Other desirable qualities included evidence of learning, a logical argument, a demonstrated awareness of the key issues and the usefulness of the project to the learner. One respondent mentioned the fact that the learner must feel pleased with the completed contract, which links with the findings of Caffarella and O'Donnell (1991) that the notion of a quality outcome in a learning project of this kind has a large affective component based upon the learner's satisfaction with the results achieved. The views of staff in our study are summarized in Table 18.1.

What is not negotiable?

Learning contracts provide considerable freedom for learners to select and design learning experiences relevant to their own particular needs and interests. Yet their use as a vehicle for accreditation in an academic programme naturally imposes certain limitations upon this freedom. For negotiation to be open and productive, any such non-negotiable features must be explicit and transparent from the outset. What are these nonnegotiable components of a learning contract?

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Assessment criteria

Assessment essentially serves two main purposes: it provides feedback to students regarding their learning and it indicates their level of achievement or competence to others. In a system based upon learning contracts the former purpose takes on an additional significance. Since they are not competing for grades, nor even undertaking similar assignments, learners rely very much on written or oral feedback from staff in the development of their academic competencies during their course. It is therefore important that staff are clear on what is appropriate to expect of students at various stages of their course. While this mayor may not be published as a formal policy it is nonetheless helpful if some discussion of this occurs. Naturally the interpretation of assessment criteria will vary according to:

- the level of the course;
- the specific subject in which a student is enrolled;
- the size or scope of the contract; and
- the components which make up the completed work (eg oral, written presentation).

Institutional and staff expectations

In the context of a learning contract, the following were considered to be non-negotiable by staff experienced in the use of contracts as not negotiable:

- the learning plan, in the form of a written contract, must be formally approved by staff prior to the completion of the learning activities;
- the contract proposal must fall within the bounds of the subject and be consistent with the objectives or competencies of the subject in which the student is enrolled. In the case of individualized projects which cross subjects the proposal must be consistent with the overall goals of the course;
- for students currently employed, the work presented cannot be solely that produced for a work assignment in their organization. However, such work may form a major part of a contract if agreed by an adviser so long as there is documented evidence of additional subject/ course related learning;
- the completed work must be presented using inclusive language;
- the level of achievement to be demonstrated (in, for example, writing,
- analysis and skill of performance) must be consistent with the level of course and the stage of the course reached by the student; and
- final work must be submitted each semester by the announced/ agreed deadlines.

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Main qualities of a learning contract proposal

1. Includes clearly expressed, detailed and linked objectives, strategies, resources and assessment criteria.
2. Based upon learner's identified personal and professional needs as well as specific course or subject requirements (eg course objectives, competencies, assessment standards, etc).
3. Involves a range of learning activities (including, at least, reading and other investigations).
4. Requires theoretical ideas and concepts to be considered and related to the learner's own practice and experience.
5. Develops learning-how-to-learn skills of learners.
6. Extends learners beyond their existing practice and knowledge.
7. Involves learners in monitoring both their learning process and the outcomes.
8. Includes realistic tasks and goals achievable within the proposed timescale and availability of resources.
9. Requires learners to engage in a 'deep' approach to their learning.
10. Proposal is actively negotiated having identified the requirements of the parties involved.

Main qualities of a completed contract

Clear presentation, complete, well-argued and consistent (eg expression, organization, referencing, etc).

Meets general standards for the level of the course and specific course criteria.

Evidence of wider reading and investigation (not limited to a few sources)

Evidence of critical evaluation of theory and practice.

Indicates use of learning strategies beyond those exhibited in earlier work.

Evidence of learning beyond normal work (employment) assignments.

Agreed objectives achieved.

Agreed objectives achieved.

Evidence of work extending or applying ideas of others. (Part of process, not product

Table 18.1 *Qualities of learning contracts identified by staff at UTS*

Note: the emphasis on each factor may vary according to the level of the course, the stage of development of the learner and their experience in using a contract approach

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Factors related to level

The following are also normally non-negotiable features and the interpretation of them can be expected to vary according to the level of the course. However, in the case of a sequence of contracts in an access course, it would not be necessary that each contract met the requirement although the sequence of contracts taken together should do so. The level of a contract can be judged by the extent to which:

- work which is descriptive also attempts to reflect upon personal experience;
- there is appropriate reference to the literature;
- argument is supported by evidence;
- multiple sources are used;
- there is evidence of analysis and critical thinking.

Advice to staff on the effective use of learning contracts

There are three main points of focus in the use of learning contracts: the document which forms the original agreement, the product finally submitted for assessment, and the learning process itself. In the last case continuous renegotiation, collaborative decision-making and student self-determination in relation to outcomes are of prime concern (Tompkins and McGraw, 1988). Hence the supervisor's role is central to the successful implementation of the contract method and may require redefinition at different stages of the project. While the role shift from teacher to facilitator of learning is not new in education contexts, the shift back to assessor upon completion of the project may create difficulties.

The following points summarize our experience and that of our colleagues on using learning contracts effectively.

Roles

- Staff and students must be fully aware that the choice of topic is largely determined by the student but the supervisor is involved in negotiating issues around the topic. The supervisor may also request clarification of objectives; strategies and resources will be discussed mutually; the product will be agreed to in advance but the supervisor will be the judge of whether it meets the course standards. The supervisor will assist and discuss the project but ultimately the student must accept responsibility for its implementation.

Student readiness

- Expect initial confusion and anxiety. This is normal in any situation in which students are asked to take greater responsibility than they are used to. Be flexible and perhaps allow new students to undertake a smaller contract before embarking on a full-scale project.
- When negotiating a possible topic area, start with a problem or an interest. Encourage the learner to consider what difficulties he or she is experiencing within the course or at work, or perhaps what triggers interest in the literature or which competencies need to be developed. These will establish the focus for the learning contract.

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Review and renegotiation

- Set aside time to review and, if necessary, renegotiate the contract. This process should continue until the contract is finally submitted.

Tutorial and other support

- The contract method provides the opportunity to make learning relevant and interesting but it does not guarantee that this will happen. Equally, while it provides an opportunity to develop research and study skills, students may still need to be supported in developing such skills. It should not be assumed that all students are naturally self-directed learners. Identify the student's concerns, expectations, strengths and weaknesses early in the advising process and use these to develop appropriate learning strategies.
- Ensure the student has identified as many resources as possible. Resources include people journals and newspapers, radio and television programmes, films and videos recordings, training materials, computer programmes, libraries, government departments, other organizations, etc. Many students fail to look beyond a few books.
- Maintain enthusiasm and a belief in the opportunities the method provides.

Relate to students' longer-term needs and progression

- Monitor the student's learning career and aim for a balance across topic areas when negotiating new contracts. Consider a progression of learning/reflective skills which contracts should display. For example, an initial contract may be about a simple descriptive or narrative account of an event while later contracts would bring in reading and reflection, then critical analysis and finally original theories. An alternative schema would involve restrictive contracts to cover core competencies at first, followed by increasing the options until the student is able to draft complete proposals based on particular interests.

Assessment and feedback

- Establish assessment criteria at an early stage. The student should be in no doubt as to the supervisor's expectations or the institution's academic requirements.
- Provide evaluative feedback as soon as possible. Preferably this should be done in person. Whether or not grades are recorded, it is important for students to feel that their work is valued by being told directly. Similarly, areas of deficiency need to be identified and explained so that amendments can be made.

(Note: a more detailed discussion of all of these issues can be found in Anderson, Boud and Sampson (1996))

Some staffing issues

By the end of their studies some of our students will have negotiated a very large number of learning contracts. Negotiation of the first few are time consuming for staff but there is a very rapid decrease in the amount of time required as students become confident about organizing their own learning. Staff are used efficiently, they find reading contract work far more interesting than standard assignments, and students express great satisfaction with being able to create a programme which meets their own needs and aspirations. However, the use of contracts implies a shift of staffing from later year courses to first year and new ways of

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counting staff workload. While there may be an increase in staff load if there is only a very small amount of negotiated contracts in a course, they have been used within the constraints of normal staff resource levels in many professional schools.

Conclusion

This chapter has, for the sake of simplicity, focused on the use of contracts negotiated between individual students and supervisors. Today there is increasing use of other forms of negotiated learning, including negotiations between classes of students and staff and three-way learning contracts for work-based learning negotiated between students, academic advisers and work-place supervisors. It is a rapidly-developing area and offers many opportunities to make courses more flexible while fostering the development of capability.

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