

The Closed and Open Contract: Two Irreconcilable Structures in the Curriculum

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Introduction

During the mid 1970s I began teaching a graduate course in curriculum. I inherited the title, "Principles of Curriculum Making," from the program catalog and decided that it wasn't so bad. At least it didn't have the technocratic metaphor of "design" or "development" attached to it. In those days I was extremely bothered by the way in which the language in the curriculum field was being construed. Educators discussed curriculum as if they were talking about construction projects. My own internal disposition would not allow me to buy into that Tyler approach, especially in the curriculum for my own class, and yet this was the prevailing thought in the field at that time. So I followed my intuitive sensibilities and planned opportunities to "encounter" learning. I tried to get people intimately involved in their own learning and with the learning of others. As the classroom events unfolded, participants were able to feel the nuance of conflict and dissonance as part of the intellectual process. I counted on this for part of the experience. There were "planned scenarios" and "improvisational scenarios" as well as theoretic discussions, from time to time, about the meaning of the events. There were no stated learning objectives. I was not telling students ahead of time what they should learn and why, (a cardinal sin in the traditional curriculum thinking of the day). I believed that educational encounters are involvements where the events are charged with meaning, where action is given meaning by being part of larger action, and where knowledge exists as it is being produced and recorded at once. In those early years many students were frustrated at first but by the time the semester ended they would often say, "This is the most exciting experience I've had in graduate school. I don't exactly know why, but it is." A few students went away angry because I never really told them directly what to learn, and they felt they hadn't learned very much because their frustration level was so high. I hated that part. But the more I read of the curriculum writings, the more frustrating it was for me. There seemed to be no language to help understand what the nature of the dissonance was. I finally read Pinar's (1975) *Curriculum Theorizing: The Reconceptualists*. In the preface, Pinar estimated that only three to five percent of university and college professors of curriculum

associated themselves with the reconceptualist viewpoint, whose work drew from the humanities fields, in particular, history, philosophy, and literary criticism. I wasn't happy to find myself in the three to five percent group, but it helped to explain the source of my frustration. Pinar's book also helped me to get in touch with the source of my internal orientation toward the field of curriculum. Until then I was finding more insight about curriculum by reading outside the field itself.

An article by Lazor (1975) helped me put into perspective the grumblings that I was experiencing. I realized that my deep internal structure (and consequently the structure of the curriculum that I represented in class) was different from the traditional Tyleresque structure of curriculum. Many called it "unstructured" but I knew it was a different structure. I wrote an in-class document in order to help students understand the nature of the dissonance between two basically different (and irreconcilable) structures in curriculum. In the writing I decided to use the contract as a metaphor to indicate that there is a tacit and quite binding "agreement" that is made when people come together to learn in a classroom setting. I attempted to capture the nature of the contract itself as the essence of the metaphoric structure. The intent of the document was to provoke an understanding of the basis of curriculum structures and to function as a heuristic vehicle for curriculum discourse.

An abbreviated form of the classroom document follows:

THE CLOSED AND OPEN CONTRACT: TWO IRRECONCILABLE STRUCTURES IN CURRICULUM (ABBREVIATED)

"Contract as Metaphor for the Structure of Curriculum"

A contract is often defined as "an agreement between two or more participants for the doing or not doing of something specific." When a student registers for a course this might be considered as his/her contract in a very real sense. The advisor, acting for the institution, signs the registration form thereby agreeing to enter the learner into a special kind of commitment with a teacher. The metaphoric notion of "contract" has several explicit and implicit dimensions. However, "contract" does seem to imply rational, legal authority which assumes a special relationship between (or among) the participants. In the legal sense, the parties are the student and the institution. In an educational sense, the commitment embodied in the relationship of the teacher and learner is a primary focus of the contract. More important: the notion of contract provides the figurative expression for helping us understand the structure of the curriculum experience within educational scenarios.

The Teacher and Learner: Actors in an Educational Scenario

The teacher and learner are involved in a unique experience where educators can shape the involvements where events have special meanings and where actions are significant because they are part of a larger action. Schooling implies that all participants "encounter" learning in contrived ways. Tradition as well as technique guide the action, and nonrational forces such as faith and caring are as important as appropriate behavioral intervention methods and materials for the success of the encounters. The teaching/learning relationship has explicit and implicit assumptions concerning its nature and complexity. Unfortunately these assumptions are fragmented, traces of which are found within the following context:

1. explicit (public) information, often called the artifacts of curriculum. (course descriptions, lesson plans, materials, texts, etc.);
2. implicit (private) sources, often informal evidence and testimony from other students and teachers, inference from actions and products, etc.;
3. folklore and mythology, those preconceptions of what the essence of teaching and learning is and ought to be (both descriptive and normative).

Rarely are these assumptions brought together in any orderly way.

The Teaching/Learning Contract

A teaching/learning contract provides a way to think about an agreement between the teacher(s) and learner(s) as actors in an educational experience. The contract embodies those explicit and implicit assumptions about the nature of the agreement as well as the kind of involvements during the life of the contract. The contract also implies an evaluative dimension... that is, some legitimate ways to determine the educational value of the experience as well as the merit of the learning itself.

By differentiating two types of contracts, we can begin to understand the inherently different structure in educational scenarios (curriculum). The two structural types are described here as the Closed Contract and the Open Contract. Both are necessary to understand as basic to educational goals.

A Closed Contract

The closed contract is an initial arrangement which sets forth the expectations by stating specific learning outcomes (which are generally described as observable and measurable). The contract often makes public what is to be learned, how it will be learned, and how it will be evaluated.

Assumptions of a closed contract might include:

1. that teaching and learning can be systematically organized, based on *predictable learning behaviors* of students, (implying that learning experiences can be organized in order to guarantee that a reasonable percentage of students can achieve the predetermined outcomes;
2. that the evaluation procedures can provide adequate evidence indicating to what extent the learner has achieved the given outcomes. Generally this is done by measuring the predictable results through quantitative data;
3. that the management system (agreement) implicit in the contract is primarily for the *control of behavior* and accountability (for both teacher and learner) in order to achieve the intended outcomes.

The Open Contract

The open contract is an initial agreement between the teacher and learner that they will become involved in educational events. The meanings derived from that involvement are unique to teacher and learner and may not be clear at the beginning of the involvement. The contract becomes a way to systematically organize and imagine the events and the learner's meanings.

Assumptions of the Open Contract are:

1. that learning events can be imagined in such a way that a reasonable number of participants, by involving themselves in the situation, can articulate the meaning they find as a result of their involvement and their reflective inquiry about the significance of the events;
2. that the discoveries of participants which are not controllable and predictable can be described, interpreted and evaluated by the participants within the limits of the contract;
3. that a reasonable number of participants can become aware of their own consciousness as an important part of the open contract;
4. that knowledge is unfolding in time in a manner that leads to ever new and unpredictable states.

Involvement as the Critical Concept in the Open Contract

Within the open contract experience there are two aspects:

1. educational situation- the materials, events, people who come together at a point in time and are involved for the purpose of learning;

2. meanings- the significance that the learner derives from being involved in the situation through reflective inquiry. (Ideas, concepts, insights, substantive theories that the learner construes.) It is important to include the teacher as learner here.

In an open contract, the participants are contracting for "involvement" in a planned scenario and a commitment to reflective inquiry as the results of the involvement.

It may be useful to make another distinction—that is, to differentiate "opportunities" from "objectives." The "opportunities" (and potential meanings) of the learner may or may not be the stated "objectives" of the teacher in the educational experience. Likewise "observable behaviors" may or may not be a symptom of what is going on inside the learner.

Negotiation

To extend the concept of "contract" as a metaphor for the structure of curriculum, I would like to suggest that *negotiation* is the discourse between the teacher and learner in regard to the specificity of the agreements. Since much of this is implicit, it would seem that one way to help understand the nature of the contract is through language and dialogue. As the parties involved begin to see the opportunities and are able to discuss the potential results, their assumptions and expectations can become more explicit as the events are played out in the experiences.

Evaluation

In the closed contract after one determines what is reasonable to expect from any imperfect system, one goes about measuring to what extent the learning outcomes (which were predicted) have actually been met. For the most part, the closed contract does not account for unpredicted outcomes in the methods of evaluating. It is assumed that the teacher and learner are accountable only for those outcomes which were specified at the beginning of the contract and that they can objectively be measured by previously determined criteria.

In the open contract it is assumed that the teacher and learner both will generate meanings (ideas, insights, skills) as a result of the involvement. These must be manifest in tangible ways as data (text) which can be used as evidence that certain learnings have happened. The data may reflect descriptions and interpretations of the learning situation, and both the teacher and the learner, based on the evidence presented, can make a careful judgment as to the quality of the evidence presented. Since these are emerging conditions, it is difficult to specify the meanings before the contract begins, but the participants can agree on the nature of the evidence, the ways it will be presented and the subsequent judgments.

Conclusion

I present this document to the class participants about one half of the way through the term. Many of them will say to me, "Why didn't we have this at the beginning of the class? It would have made things so much clearer." I am convinced that for many, the dissonance, the disequilibrium is necessary in order to help them understand their own taken-for-granted perspectives.

Recently, much has been written, about the need for another way of thinking about the world. Schön (1971) argues for a healthy respect for disequilibrium, even chaos, showing how we can no longer base our inquiry solely on the old assumptions of causal stability. In a later work (1975), Schön writes of the need for reflection, for decisions to be made in a world of uncertainty, of unfolding knowledge. Quantum mechanics has become a metaphor to remind us that a model of certainty doesn't exist (Lewis, 1983). We are told that the rational/technical mode of "scientific thinking" has run its course.

In the field of curriculum, scholars have been laying the ground for a new foundation, for a new vision, of curriculum. Most notably, Dull (1986) presents a thorough explication of the quantum mechanics argument for a new world view. Additionally, Doll (1987) mentions the framework of open and closed systems, similar to the one presented in this paper. His work provides a theoretic foundation for the open and closed contract drawn from physics. Earlier work by Macdonald (1981) set a tone for questioning the dominant "rational" world view. He argues that curriculum theory is a form of hermeneutic theory in that "the process is universal and basic for all inter-human experience, both of history and the present movement, precisely because of the fact that meaning can be experienced, even where it is not actually intended." (p. 39). Curricularists now focus their discourse more directly on the search for new fundamentals.

I described in the introduction to this paper how frustrated I was because there was no clear language in curriculum to help me understand the fundamental issue I was dealing with. The dominant lexicon, for the most part, provided a literal description of the mechanics of curriculum making. It was this literal representation which kept me feeling impoverished in my thinking about my experiences in the classroom. Once I developed a figurative language of my experience, using metaphor to convey the complexity of the picture, I could provide a heuristic to break out of the old, taken-for-granted ways of thinking and acting. I had a conceptual tool for describing the essence of the experience. Eisner (1988) reminds us that "conceptual tools are critical for 'reading' the qualitative world around us. These tools consist of language, intention and schema. Language functions not only as a means for conveying our ideas to others, but also as an agency that shapes what we see. Our way of dividing the world and classifying its components is significantly influenced by the linguistic system that we have learned to use"

(p. 15). My knowledge about curriculum structure was rooted in my classroom experiences and required a 'form of representation' which was not available to me directly in the curriculum literature. (Eisner reminds us that forms of representation only depict a small portion of what we can know about the experience. In doing so, they limit what we can seek.) Searching for new forms of representation, especially in the figurative language of metaphor, enriches our ability to think about curriculum. It seems to me that this should be one of the fundamental bases for curriculum inquiry and practice.

We are no longer the three to five percent group!

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WCCI
FORUM

Vol. IV No. 2 December 1991
ISSN 0116 5461

JOURNAL OF THE WORLD COUNCIL FOR CURRICULUM AND INSTRUCTION

Creative Curriculum Development and Practice

1989 Triennial Conference Proceedings

