



**T**his article explores the usefulness of learning contracts in compulsory English classrooms in a private Japanese tertiary institution. Teachers and students from different cultures have different ideas of what is necessary to be successful in a classroom and it is conceivable that there will be a large gap between behaviors a teacher expects and actual student behavior. Furthermore, as imperfect communicators of the Japanese language and as products of the education systems of countries other than Japan, non-Japanese teachers of English in Japan have a handicap that needs to be taken into consideration. Learning contracts that are translated into Japanese can act as a bridge between teachers and students, ensuring students clearly understand the parameters of teacher-constructed learning environments.

### *Learning “environment” contracts*

Learning contracts were originally conceived of as a means of structuring learning environments, thus empowering both teachers and students. Greenwood (1995) describes them as “a written contract between teacher and student with clearly defined expectations and concrete payoffs” (p.88). Classroom structure is affected by written guidelines and goals determined by the teacher or gradually through teacher-student collaboration. In addition to improving class structure, learning contracts can also aid teachers in creating student-centered learning environments through the construction of separate contracts with each student, with individualized goals, timelines and expectations (Barlow, 1974; Buckley, Novicevic, Halbesleben, & Harvey, 2004; Greenwood, 1995). Learning contracts, although mainly

used in elementary and middle school classrooms, have also been successfully integrated into higher education in a number of contexts and formats (Barlow, 1974; Waddell & Stephens, 2000; Williams & Williams, 1999).

Learning contracts are a method of covering the basic elements of a course with students. They are discrete from syllabi or course descriptions in a number of ways. Differences include the fact that they can be highly personalized by the teacher, while many online or printed institutional documents are limited in terms of space and permissible content. In addition, learning contracts are discussed in class by the teacher and students together, while the expectation for course descriptions is that they will be read prior to the class. Syllabi typically attempt to map out the content to be covered, rather than focusing on the underlying learning environment that will help students to fully benefit from the class. For teachers interested in learner autonomy, learning contracts can be negotiated with students, something that may not be possible or desirable with syllabi or course descriptions. Finally, for native speaker EFL teachers teaching communicative language classes, contracts can aid in bridging the cultural and language gaps between teacher and student. The learning contract used in this research context would be best described as a “learning environment contract” (LEC), as it is used as a means of clearly defining and, perhaps more importantly, differentiating a course environment from other learning environments students are concurrently immersed in.

If educators are to construct learning environments effectively, then understanding students is fundamental;

higher education is no exception. Laurillard (2005) describes tertiary students as taking

...[a] largely rational approach to learning. They consider what is required of them, and they act accordingly. The teacher plays an important part in forming their perceptions of what is required and what is important, and it is this, as much as their style of presenting the subject matter, which influences what and how their students learn (p. 144).

LECs are a highly explicit approach to forming students' perceptions of what is required and what is important, one that may be helpful to teachers attempting to create a learning environment in which demands on students differ from learning contexts in their usual experience of tertiary education. This is particularly useful in compulsory courses, where students frequently not only fail to understand what is necessary, but may actively resist the demands of the learning environment.

### *The research context*

Over the course of the past five years, several teachers working at one private university in Kyushu have slowly developed the concept of learning environment contracts. LECs were developed to reflect, support and elaborate on course descriptions and syllabi. Unlike a course description, which describes the nature and aims of a class, or a syllabus, which outlines the course contents class-by-class, an LEC reinforces key aspects of the course description (attendance, assessment, independent study, classroom expectations)

by providing pinpoint detail and ensuring every student has read and understands the teacher's expectations. For example, whereas a syllabus may contain when and what type of independent study will be required, or a course description may describe what percentage of the grade will be attributed to assignments and perhaps their purpose, the LEC would provide additional details regarding marking, minimum quality of submissions, policy regarding late submissions, failure to submit, plagiarism, and student group submissions of work. LECs cannot cover every aspect of the class, so they tend to focus on elements that recur and that differ significantly from other classes students attend. The contents of an LEC may be what many teachers generally would prescribe to their students orally in class (attendance and lateness, or the necessity of pencils, pens, notebooks and textbooks), aspects of the learning environment that would not otherwise be covered in the syllabus and course description.

In addition to the importance of the information provided in contracts, it is the format and delivery of the LEC that differentiates it from other means of structuring the learning environment. The contract's components and format are flexible. Based on their experiences and student feedback, teachers are completely free to redesign the LEC layout, delivery and contents annually, thereby increasing its usefulness and clarity to the students each year. By delivering the contract textually and orally in class, teachers can ensure that all students understand the nature of the learning environment. All students who receive a copy of the LEC are asked to sign it as recognition of their understanding, as a minimum. After the contract is explained

and signed, students are encouraged to refer back to it for queries about the class. As well as creating a clear learning structure for students, it also provides teachers, who may be teaching more than 10 different courses a week at different institutions, with a means of being consistent with their students. An example of an LEC is shown in Appendix 1.

### *The study*

Teachers using LECs at the institution where this research project took place came to realize that the use of such contracts reshaped the classroom environment from the initial class meeting, and throughout the semester. Without the use of such printed, translated, explained-in-class “classroom rules”, teacher and student expectations were frequently incongruent. However, despite much positive anecdotal evidence supporting the use of such contracts, no research had been conducted within the university with regard to the benefits perceived by teachers and students of the use of LECs.

All of the teachers surveyed within this research project were, by their own volition, using a self-designed LEC in their classes. Most of the LECs being used had several key points in common: classroom rules, attendance, independent study, assessment, and general and specific goals of the course. The contracts were handed out in class and explained point by point. All contracts were provided in a bilingual format to ensure maximum understanding and most teachers held a brief question-and-answer period to ensure there were no misunderstandings regarding the contract details. Students were then asked to affix their personal seal or sign them. In most cases, sealing or signing was used to signify

that students understood the contract and in a few cases it was used to signify an acceptance of the contract.

### **Method**

Hypothesizing that contracts are a helpful tool for clearly communicating teacher expectations to students, two questionnaires were designed to investigate students’ and teachers’ experiences with learning environment contracts. Students (first year n=326, second year n=115) at one private Japanese four-year tertiary institution, studying in compulsory English courses, with teachers making use of an LEC, were asked to complete a survey regarding their perceptions of the utility of their learning contract. Teachers (n=8) teaching in the same environment were asked to complete a separate survey about their experiences using their LEC. The teacher survey contained ten Likert items and one open-ended question; the student survey contained nine Likert items and one open-ended item. Both surveys used a four-point Likert scale ranging from (4) “I think so”, to (1) “I don’t think so”. In total, 443 completed surveys were returned. Two of the surveys returned were not marked clearly enough to yield any useful data and were removed from the study.

### **Results and discussion**

The results of the surveys are presented in tabular and graph form below in order to highlight the significant findings.

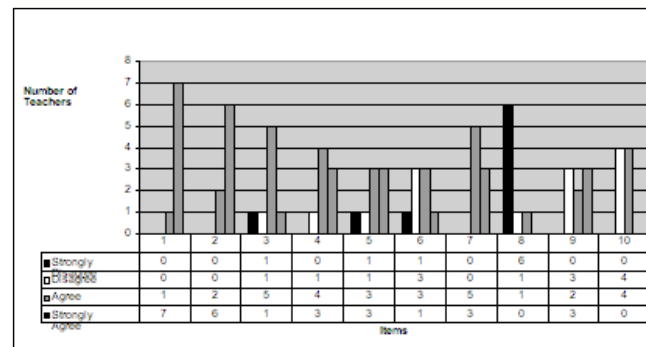
## Teacher survey

**Table 1. Teacher survey items, means and standard deviations**

Item	M	SD
Compared to a class without a contract, I found I was able to: (items 1 – 3)		
1. more clearly express my expectations to my students	3.88	0.35
2. more clearly state my grading policy to my students.	3.75	0.46
3. keep attendance levels up.	2.75	0.89
4. I often referred my students back to the contract when confronted with related questions.	3.25	0.71
5. I found the contract helpful in protecting me from false claims by my students.	3.00	1.07
6. I think my students kept and often referred to their contracts.	2.38	0.92
7. I stuck strictly to the rules in my contract.	3.38	0.52
8. Ultimately, I think the contract was not necessary.	1.38	0.74
9. I will use the same contract again.	3.00	0.93
10. I will change my contract.	2.50	0.54

Note:  $N = 8$

All of the teachers agreed or strongly agreed that using the contracts enabled them to convey their expectations and state their grading policy more clearly to their students. Seven of the eight teachers often referred to the contract and six found the contract helpful in protecting them from false claims from their students (questions 4 & 5). However, half of the teachers thought their students were not keeping and referring to the contracts (question 6). All teachers agreed that they adhered to the rules in the contract (question 7). Only one of the eight teachers agreed that the contract was



**Figure 1. Teacher survey results**

not ultimately necessary, with the other seven disagreeing and strongly disagreeing with that statement (question 8). Five of the teachers will use the same contracts again, while three will not (question 9). Half of the teachers will make changes to their current contract. Changes teachers stated they would make to contracts included requiring the students to bring bilingual dictionaries, minor grading policy changes, and simplifying the wording to clarify goals and objectives. All eight of the teachers, whether updating the contract for the next term or not, will continue to use contracts with their classes.

## Student survey

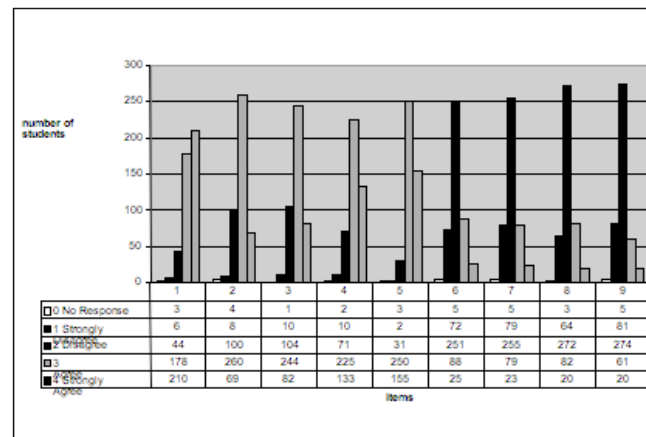
The student survey was written in both English and Japanese to provide maximum opportunity for understanding. The survey was translated by one researcher and checked by a bilingual Japanese national.

**Table 2. Student survey items, means and standard deviations**

Item	M	SD
1. I remember the contract made with my teacher at the beginning	3.33	0.77
2. Compared to a class without a contract, having a contract has helped me to understand my teacher's expectations.	2.87	0.72
3. Compared to a class without a contract, having a contract has helped me to understand my teacher's grading policy.	2.90	0.72
4. Compared to a class without a contract, having a contract has helped me to understand my teacher's attendance policy.	3.08	0.77
5. My teacher strictly followed the contract.	3.25	0.66
6. I think the contract was not necessary.	2.13	0.79
7. I didn't understand the contract.	2.08	0.78
8. I don't want my teacher to use a contract again.	2.12	0.73
9. I think my teacher should change the contract.	2.02	0.74

Note: N = 441

Participating students responded favorably in support of student contracts on items such as understanding expectations and grading policies. In discussing the data, agree and strongly agree categories and disagree and strongly disagree categories have been combined and reported in percentages here. A total of 87.9% of students agreed that they remembered the contract presented to them by their teacher at the beginning of the term (item 1). A total of 74.6% of students agreed that having a contract helped them to understand the teacher's expectations (item 2). Regarding the clarity of the teacher's grading policy,



**Figure 2. Student survey results**

73.9% of students responded that the contract helped them to understand it (item 3), and 81.1% of the students responded that the contract helped them to understand the teacher's attendance policy (item 4). There were high levels of agreement with all three of those items, pointing to an increase in understanding between students and teacher when a contract is used.

A total of 91.8% of students agreed that their teachers strictly followed the contract, showing that for the most part the teachers were keeping to the "promises" made at the beginning of the term (item 5). There were 73.2% of responses showing students disagreed that the contract was *not* necessary (item 6). Regarding whether they understood the contract or not, 75.7% disagreed that they did *not* understand the contract (item 7). In item 8, 76.1% of the

students disagreed with the statement that they would not want a contract to be used again. Finally, only 18.3% of the students thought the teachers should change the contract while the other students disagreed.

### Open-ended question results

Some students perceived the contracts to be beneficial, as they provided a clear structure for the learning environment:

結ぶ・結ばないの問題以前に守って当然な約束事ばかりだと思うけど守れない人もいるのでこのままでいいと思う。

*Whether making it into a binding contract or not, these are all natural classroom rules; but there are some people who won't keep the [natural] rules, so I think the contract should stay as it is.*

約束事がないよりあるほうが気持ちがひきしまります。  
*Having rules leads to a determination that is not there without rules.*

Other students used the open-ended question to voice complaints about one teacher's fairly strict policy regarding attendance and lateness. Although it is clear that they were not in favor of his policy, the learning contract does seem to be functioning as a transparent means of explicating the parameters of this teacher's preferred learning environment.

授業に遅れた時に理由も聞かずに教室へ入れないのはやめた方がいいと思う。

*I think you should stop refusing to let late students into class without asking the reason.*

遅刻は許すべき。仕方ない場合もあるので。  
*Tardiness should be allowed. Sometimes it's unavoidable.*

遅刻を二十分までOKにして欲しい。  
*I'd like tardiness of up to 20 minutes to be allowed.*

欠席を3回までゆるしてほしい。  
*I want up to 3 absences to be permitted.*

遅刻、欠席の基準をもう少し弱くしてほしい。  
*I want the tardiness and absence criterion weakened [loosened].*

In the "further comments" section of the teacher survey, some teachers suggested that the bilingual aspect of their contract helped them communicate clearly with students. Teachers cited both themselves and their students as sources of previous misunderstanding in the past:

Bilingual contracts are especially helpful for those not fluent in Japanese and for not so bright students. I had staff help me with the simplest possible Japanese.

I have always used a contract because my Japanese is not good. I am assuming that the contract in English and Japanese expresses expectations much more clearly than if I explained in English or tried to explain with my poor Japanese.

Teachers new to the tertiary teaching experience claimed that they learned from reading the LECs of more experienced teachers and found using contracts in general to be very useful:



As a new teacher here, I found that looking at and ultimately imitating the contract of a veteran teacher at KSU greatly prepared me (armed me!) for KSU classes. Many thanks to those who suggested the contracts!

Finally, despite asserting the benefits of contracts within the Japanese tertiary learning environments, one teacher suggested that getting students to read them remained a challenge:

Contracts are definitely a must at the university level. However actually getting students to read [them] is another matter.

The fact that, despite giving students a bilingual contract, which was further explained in class, this teacher felt that class expectations were still not adequately conveyed to some students suggests that LECs are limited in their ability to motivate and communicate. However, a lack of follow-up qualitative data prevents further exploration of whether this limitation was due to the attitude of particular students in a particular class, or to some shortcoming in the content, format or delivery of the contract.

The majority of the students surveyed showed that they found the contracts helpful and informative. The LECs have proven to be an excellent means to communicate clear instructions to students regarding the major areas included in evaluation for each class. Encouraging students to keep and refer to their LECs contributes to better understanding and observance of class rules of conduct and criteria for assessment, and this in turn contributes to an improved learning environment.

## Conclusion

A notable benefit that teachers reported was the ability to express expectations and grading policies more clearly to the students through the contracts. All teachers agreed that the contracts were helpful in these two areas. 76% of students also reported that the contracts helped them to understand their teacher's expectations and 75% reported understanding grading policies better than in a class without a contract. A majority of 82% of students also reported that the contracts helped them to understand their teacher's attendance policies. These findings support the continued use of LECs.

All of the teachers surveyed reported adhering to the contracts strictly, which was supported by a 91.8% response to the same question by students. The use of the contract seems to keep the teacher to a clear set of rules. So, even though LECs were created by teachers and are not typically negotiated between the teachers and students at this university, they do have the effect of keeping both the students and teachers abiding by the same rules. An additional benefit for those who are teaching at several institutions is that a contract can be a way of helping teachers to keep track of the (possibly) different criteria that have been laid down for each particular class.

As one teacher noted, "The best thing about using a contract in my classroom was that it only took one simply worded piece of paper to make a big difference. It was easy. It worked. I'll do it again."

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### References

- Barlow, R. M. (1974). An experiment with learning contracts. *The Journal of Higher Education*, 45(6), 441-9.
- Buckley, M. R., Novicevic, M. M., Halbesleben, J. R. B., & Harvey, M. (2004). Course management and students' expectations: Theory-based considerations. *The International Journal of Educational Management*, 18(2), 138-144.
- Greenwood, S. C. (1995). Learning contracts and transaction: A natural marriage in the middle. *Language Arts*, 72(2), 88-96.
- Laurillard, D. (2005). Styles and approaches in problem-solving. In F. Marton, D. Hounsell, & N. Entwistle (Eds.), *The experience of learning: Implications for teaching and studying in higher education* (3rd ed., pp. 126-144). Edinburgh: University of Edinburgh.
- Waddell, D. L., & Stephens, S. (2000). Use of learning contracts in a RN-to-BSN leadership course. *The Journal of Continuing Education in Nursing*, 31(4), 179-184.
- Williams, A., & Williams, P. J. (1999). The effects of the use of learning contracts on student performance in technology teacher training. *Research in Science & Technological Education*, 17(2), 193-203.

## Appendix 1

### Learning environment contract example

#### For Your English Class

##### Participation

A high level of participation will be necessary to pass this course. If you do not participate, it will not only unfairly affect others, but it will be very difficult for you to pass this course. Full participation will give good chances to improve your English and then you will be able to pass the course. 単位を取得する為には授業に積極的に参加する事。授業に積極的に参加しなければ他の生徒の迷惑になるだけでなく、単位の取得も難しくなります。授業への積極的参加は英語力の向上及び、単位の取得へつな갑니다。

##### Equipment

No electronic equipment (e.g. mobile phones, etc.) will be allowed in the classroom. No hats or dark glasses will be allowed. 教室への電子機器 (例: 携帯電話など) の持ち込みや、帽子、サングラスの着用を禁止します。

##### Materials and timekeeping

Students must be on time and bring their own textbook, which must be bought before the first lesson. 遅刻をしない事。初回の授業の前までにテキストを準備し、授業に必ず持参する事。その他の規則については最初の授業で連絡します。

##### Daily grading

Grades will be based on a combination of attendance, participation, homework and exams. Attendance to 2/3 of

the classes along with consistent participation is required to sit the final exam. Every lesson you will be given an “S” (Satisfactory), a “U” (Unsatisfactory) or a “0” (Non-attendance). Your grade will be based heavily on your participation grade (# of “S” marks) so it is strongly recommended that you participate.

単位の取得は出席率、積極性、ホームワーク及び試験の結果を総合的に評価します。期末試験は出席率が2/3以上かつ、授業に積極的に参加した生徒のみ受験できます。毎回の授業で与えられた判定 (“S”, “U”, “0”) を重視し、総合的に評価します。

### **Homework**

Homework assignments are part of the participation grade. (“P” plus, “M” minus). Homework is needed to participate in class. If you miss a class, you must get the homework assignment from your classmates. Late assignments will not be graded. ホームワークは“P”と“M”の2つで評価されます。ホームワークは授業の予習になります。授業を受けない場合は、ホームワークをクラスメートから聞いて次回の授業に備えて下さい。次回の授業以降のホームワークは評価されません。

### **Confirmation**

I understand these rules and will follow them. 私は上記を理解しこれに従います。

Name(名前) \_\_\_\_\_

Date (日付) \_\_\_\_\_

Student Number (学生番号) \_\_\_\_\_

### **Grading policy**

As you know from the course description, the grades for this class are dependent on participation, homework and examination results.

The grading system is very simple and fair, you will know in advance what you have to do to get a good grade.

You will be graded each semester, and exams will be held as organized by the university rules. The total grade is made up of 1/3 satisfactory participation, 1/3 homework assignments, and 1/3 examination results.

Any student attending fewer than 11 classes per semester will not be permitted to take the examination and will not be able to receive a passing grade for this class.

コース説明でもうたっているように、成績の評価は授業への出席とホームワーク、試験結果で決定されます。

成績を評価するシステムはとてもシンプルかつ公平です。良い成績を取る為に何をしなければならないか、あらかじめ分かっています。

それぞれの学期で大学のルールにのっとった試験を行い、成績の評価をします。最終的な成績は、1/3が出席率、1/3がホームワーク、1/3が試験結果です。

それぞれの学期で出席が10回以下の生徒は試験の受験資格が無く、単位を取得する事ができません。