Contracting for Instructional Development

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Abstract: Instructional developers may find an explicit, formal project contract to be a useful component in the development process. Such documents clearly define the roles each participant in that process will play, the expectations each has of the other, and the goals for which all strive. We do not view such contracts as legally binding documents, but rather as tools helpful in patterning the behavior of project participants through their mutual understanding and consent. While the process of creating a project contract may have value in building collaborative client relationships, such agreements are often beneficial regardless of the consulting model to be employed. Our description includes a review of the elements of ideal project contracts, some suggestions concerning their negotiation, and an example contract from a recent development project.

Imagine five individuals seated around a table. One of the five is an instructional developer, the others members of a client team. This first meeting will begin to shape their emerging interpersonal relationships and future instructional products generated during the life of their project.

What might their conversation include? Certainly some references to their purpose for gathering together, as well as initial ideas about instructional products to be created. Perhaps some discussion of available resources. Decisions about who is to be involved in the project; their roles, interrelationships, and expectations might also be considered.

All are critical issues. All deserve careful investigation and mutual agreement as to their nature and impact on the proposed project. Failure to explore even one issue can lead to unexpected, perhaps undesirable outcomes.

Relevant Literature

Inquiry into the dynamics of client-consultant relationships is a relatively recent research interest among instructional developers. Few have written from this professional perspective (Davies, 1975; Durzo, 1979).

Research on planned change has considered the effect of interpersonal relationships on the success of a change agent's efforts. The formulation and use of some form of agreement or contract is one recommendation often emerging from this varied literature (Argyris, 1970; Becker, 1978; Berkhard, 1969; Goodstein, 1978; Heller, 1978; Kolb & Frohman, 1970; Mann, 1978). Unfortunately, there is very little guidance as to what such contracts might contain (Dwyer, 1977; Goddu, 1975; Kurpius & Brubaker, 1976). Furthermore, we could find no direction concerning processes one might employ to effect the negotiation and application of contracts.

We hope the work this review stimulates, growing out of our practice of instructional development in a university setting, will initiate inquiry into the methods by which contracts can be negotiated and the ways in which they can contribute to an instructional developer's effectiveness.

We have found the explicitly negotiated written contract to be exceptionally valuable in reducing the incidence of unexpected, potentially harmful outcomes resulting from excessive reliance on tacit understanding between members of a development team. Contracts may also contribute to a client's understanding of the development process early in a project's life.

What Is It?

Contracts as we use them are both *explicit* and *formal*. They are written documents describing as many factors related to an instructional development project's success as client and consultant feel appropriate. These agreements are most effective when used to clarify forces likely to threaten a project's completion, and then to suggest procedures which client and consultant can jointly employ in an attempt to reduce such threats.

While we choose to explore only explicit, formal project contracts, there are at least two other types of agreements that may appear in development projects. The first is an informal, verbal understanding between client and consultant concerning their project's intended dimensions. It has most value when all participants in the development process fully understand one another's goals and methods.

Another type, suggested by Schein (1970), is an implicit understanding of tacit assumptions and expectations which participants in an instructional

development project ascribe to each other's behavior. This "psychological contract" can work to strengthen consulting relationships if it can bind subject matter expert and instructional developer through mutual trust. A valid psychological contract appears to be a necessary condition for planned change, but when used alone may prove insufficient to ensure a project's success.

We recognize a role for each of these three contract types. We choose to focus exclusively on the formal, explicit project contract because it has been most useful in our work, it is often suggested as a part of any consultation focused on change (Kurpius & Brubaker, 1976; Lippitt & Lippitt, 1978), and its negotiation procedures have not been previously described.

What Comprises a Project Contract?

The following list summarizes the nine elements we include in explicit, formal contracts.

Contract Elements

1. *Overview:* What is the nature of the project? What needs does it address?
2. *Personnel:* Who will be involved in the project? What will be their roles?
3. *Goals:* What do client and consultant seek to accomplish through this project?
4. *Objectives:* What specific outcomes are dictated by the project's goals?
5. *Resources:* What is needed to attain the project's goals?
6. *Management:* How will the project be administered?
7. *Products:* What tangible outcomes are expected? Who will "own" them?
8. *Evaluation:* How will the project be assessed?
9. *Renegotiation:* How are changes in the project agreement to be made?

These nine elements, in our experience, are fundamental to any agreement used to pattern planned change. Together they offer a guiding framework within which the client and consultant's emerging relationship can grow strong enough to resist threats to their project's success. While some elements may seem obvious to the experienced consultant, they all address conditions which clients often find obscure. Reliance on less formal agreements may fail to reduce that obscurity.

TABLE 1. Project Agreement: Special Training in Injury Coding

This informal agreement describes the intentions, obligations, and expectations of those involved in the design and dissemination of the project entitled "Special Training In Injury Coding."

1. Project Overview

Our intention is to develop a training course for investigators using the National Accident Sampling System (NASS). This course will provide information about revisions to and the use of the Occupant Injury Classification (OIC) and Abbreviated Injury Scale (AIS) coding schemes. It should contribute to the improvement of NASS investigators' present injury investigation and coding practices. The course is to be largely self-instructional, requiring about 40 hours to complete.

2. Personnel

Identification. The primary client is Ronald Drahos of the Institute for Research in Public Safety, School of Public and Environmental Affairs, Indiana University, Bloomington, Indiana. Members of the primary client's system actively participating in design activities include Nick Tumbas, Bob Romberg, and Rao Upplauri. Others in the client's system concerned about the project include Tom Noga, Contract Technical Manager provided by the Department of Transportation, Washington, D.C., and John R. Treat, the Institute's Director.

The project's instructional design consultant is David Leitzman of the Division of Development and Special Projects (DDSP), Audio Visual Center (AVC), Indiana University, Bloomington. Others in the consultant's system concerned about this project include Tom Schwen, Director of DDSP, and others of his staff who may participate in its activities.

Expectations. The client expects that he will spend as much as 3/4 time on this project. Others in his system will devote less time to design activities but will be kept informed by the client. They will be encouraged to contribute to our efforts as their time permits.

The client expects that the consultant will:

- Provide direct support in the identification and use of a systematic design process compatible with the project's goals, resources, and timelines.
- Review instructional materials as they are created to ensure their conformity with the project's goals, objectives, and constraints.
- Manage AVC support services so as to provide quality instructional materials within the project's timelines.
- Document the events of the project.
- Support the client in discussions about the design process and its products.

The consultant expects to guide the client in the use of a rational design process appropriate for the project's goals. This process will be explored in a collaborative relationship in which the client and members of his system contribute their content expertise and the consultant his experience with instructional design processes.

The consultant expects that the client will:

- Inform all members of his system of the project's progress.
- Secure needed contributions to the design process from others in his system.
- Create or locate the initial drafts of all instructional materials, given a design process and format appropriate for the project's goals.
- Take responsibility for meeting those project timelines which are related to the drafting of instructional materials.
- Share problems and concerns about the design process, the instructional materials, or the behavior of the consultant.
- Take full responsibility for the instruction created for this project.
- Take responsibility for securing any necessary extensions of project timelines.

3. Project Goals

Content Goals. The client holds the following goals addressing the content of this project.

Detailed Description and Example

A detailed description of each element follows.

To help clarify the elements a sample project contract incorporating all nine elements is shown in Table 1. It was negotiated using the method and process we will outline in the next section.

Unfortunately, the example cannot convey the interpersonal dynamics underlying the final form in which it is presented. Much of the document may seem to be little more than "common sense." Yet our experience suggests that even obvious elements can mask sensitive issues that require cautious exploration. Taking such "common sense" issues for granted rather than as issues for examination can result in projects which fail to attain their goals.

Project Overview. This element offers a basic description of the project in terms of the environment in which it is embedded and the problems it seeks to address. A need for change should be stated.

Personnel. The individuals to be involved in the project as well as their specific roles, activities, and expectations must be clarified. The client and consultant explore at least four fundamental issues when negotiating personnel:

- Who is the client; who is the consultant?
- What constitutes the client system, or the collectivity of those concerned with the project?
- What is the client system's relationship to the project's intended outcomes and processes?
- What are the expectations held by client and consultant concerning their own and each other's anticipated performance in the project?

Goals. A project's goals are general statements of intent, often derived from specific activities employed by consultants to help clients uncover and clarify their purposes. Such goals are a response to a client's specific needs. This element also includes a statement of the consultant's goals. Goals held by other individuals or agencies making important contributions to the project or imposing constraints on its outcomes are also described.

Objectives. These specific statements of a project's intended consequences are

TABLE 1. Project Agreement: Special Training in Injury Coding (continued)

A. (Metagoal) Following completion of the instructional events included in this course, each student will be able to correctly identify traumatic injuries from both official and unofficial information sources, reduce those to a final set of nonredundant traumatic injuries, associate probable contact mechanisms with those injuries, determine the correct code for each injury and its probable contact mechanism, and transfer this coded information to the proper NASS forms in accordance with appropriate NASS rules. This broad goal will be accomplished when the students have achieved goals B through G.

B. A student learns to choose from official and unofficial information that which describes traumatic injury.

C. A student reviews traumatic injuries extracted from official and unofficial information sources, compiling them into a single set of nonredundant traumatic injuries.

D. A student correctly transfers a list of traumatic injuries to their proper codes using the OIC/AIS/ISS structure.

E. A student identifies probable injury mechanisms, coupling them with a single set of nonredundant injuries.

F. A student uses the NASS protocol relevant to specific injuries when entering data on the NASS forms.

G. A student understands that the ultimate purpose of his or her work is to reduce human suffering. To accomplish this final goal, a student must be able to identify human suffering and understand the nature and severity of common injuries; understand the background and rationale for the OIC/AIS coding protocol; understand that the OIC/AIS coding scheme is an abstraction of the reality of human injury; and, understand the process through which data must pass to achieve the ultimate purpose set for the OIC/AIS.

Process Goals. The consultant holds the following goals for this project, each addressing the processes employed to achieve the client's content goals.

A. To enhance the competence of the client system by providing individuals with skill in the use of a systematic, rational design process coincident with the project's content goals.

B. To document the design process and the products created through its use.

C. To acquire additonal experience in helping others understand and use a systematic, rational design process.

D. To offer assistance with the technical aspects of the design process and the materials created through its use.

E. To acquire an understanding of accident investigation and related activities.

4. Objectives

The instructional plan developed for this project contains a complete listing of the specific objectives each student will master. These objectives, written in a behavioral style, offer us one dimension for the assessment of our effectiveness in reaching the project's goals.

5. Management

This project is to be completed in a very short time. The plan of our work is indicated by the following timeline:

May 4:	Begin with the identification of goals.
June 1:	Complete the project's instructional plan, including goals, terminal objectives, and enabling objectives.
June 15:	Complete the final revision of the instructional plan.
June 29:	Complete the instructional materials for the first two goals.
July 20:	Submit all photographic work to AVC for completion.
July 31:	Submit all nonphotographic work to AVC for completion.
August 31:	Complete all instructional materials for submission to funding agency.

derived from its goals. While their format is a matter of personal preference, useful objectives include a measurable standard of goal achievement.

Resources. What resources will the client, client system, and consultant contribute toward the attainment of the project's goals? Are there gaps between what is needed and what is available? How will such gaps be reduced? Early attention to such questions encourages client and consultant to begin work in this often neglected area.

Management. To attain project goals effectively *and* efficiently, the consultant may wish to work with a client to devise an administrative strategy, based on an acceptable managerial style, that will coordinate personnel and other resources in pursuit of project goals. Timelines, communication procedures, meeting schedules, budget, facilities, needed equipment and supplies, and responsibilities for maintaining liaison with others are often included in this area.

Products. All parties to the agreement must understand and agree to the outcomes planned for the project. Such outcomes might include types of instructional materials, project reports and behavioral or structural changes affecting the client system. Issues of confidentiality, product ownership, and the disposition of any expected monetary earnings should be resolved during discussion of this element.

Evaluation. Planning should begin at an early point for an internal review of the processes used in forming the client-consultant relationship. An external assessment of the project's effectiveness with respect to the problems it is to resolve should also be sketched. This element is often revised as both client and consultant gain insight into the nature of the problems they face and their proposed solutions.

Renegotiation. Project contracts as we employ them are always open to mutually acceptable change. In this way the contracting process is continually relevant to the needs of both client and consultant. The contract can be changed, for example, to remain coincident with a changing consultation model. Withdrawal by either consultant or client is specified should instances of personal or professional conflicts threaten the project. Attention to this element in a formal document reassures all participants that they will not be held to positions which, though initially acceptable, become untenable.

TABLE 1. Project Agreement: Special Training in Injury Coding (Continued)

The accelerated pace at which we must work requires frequent meetings, perhaps daily. The use of frequent memoranda is not, therefore, felt to be necessary.

The cost of the project is to be supported by the client system. All secretarial and copying services required in the course of the project will be provided by the client system.

6. Resources

The client system will provide the content expertise needed to prepare instructional materials appropriate for the project's goals. The consultant system will provide design expertise needed to collaboratively plan and create those materials. Fiscal resources will be provided by the client system. The AVC will provide graphic support as needed.

7. Products

A variety of products are expected at or near the completion of this project. They include:

- An instructional plan detailing the goals and objectives to be used to guide the development of other materials.
- The instructional materials that will be provided to students enrolled in the course, including a field manual, a reference manual, and an instructional manual.
- Complete documentation of the project.
- A final report provided by DDSP to the client which will detail the events included in this project with the intention that it serve as a reference for any future instructional design tasks undertaken by the client.

The United States Government will own the copyrights to all materials produced for distribution to students enrolled in the course we intend to create. Credit for design work will be shared by both the consultant system and the client system.

8. Evaluation

A formative evaluation of the materials and the process used to create them is to be part of this project. The precise nature of that evaluation will be detailed in an evaluation plan to be prepared.

9. Renegotiation

Any part of this agreement may be revised at any time if all who are affected by such changes agree to them. The responsibility to engage in renegotiation rests with both the client and consultant.

How Do I Use Contracting?

A Method

We have found value in collaborative negotiation, wherein client and developer share the exploration of a contract's elements. Any decisions reached after this mutual exploration are then "owned" by all project participants, resulting in greater compliance with the contract's provisions (Rodgers & Shoemaker, 1971; Scheflen, Lawler, & Hackman, 1971).

Our approach is easily mastered. We begin by listing each contract element on a separate sheet of paper. A few clarifying questions, similar to those provided with out description of the elements, are included to help focus the client's thinking. The rest of each page is then used to record the ensuing discussion.

We bring these sheets with us when we meet to negotiate the contract. We begin by first outlining the elements of a contract, emphasizing the potential contribution each can make toward the project's successful completion. Then

we give the client the first sheet describing a project's overview and ask for reactions. As ideas are introduced, explored, and evaluated the client records them on the overview sheet.

We have included the following example to illustrate this approach to negotiation. It is drawn from the sample contract included with this report.

OVERVIEW:

What is the nature of this project? What problems will it seek to address? What needs in its environment direct its progress?

RESPONSE: (as recorded by the client)

1. Develop a training course for NASS accident investigators.
2. Teach the revisions to the OIC/AIS classification schemes.
3. Teach the investigator to correctly code injuries.
4. Help investigators accurately link injuries with their cause.
5. Improve on other, less comprehensive training efforts.
6. Shape behavior of trainee's to approximate field performance.

Investigation of the remaining eight elements continues in similar fashion. This results in a first draft from which the consultant prepares a formal version of the contract. Both drafts are presented to the client in a subsequent meeting. The first draft serves as a reference should elements of the consultant's formal version need correction. Both documents are preserved should later modifications be needed.

We begin negotiating the contract soon after our initial meeting with a client, but not until we have first acquired an understanding of the client's environment, perceived problem, and proposed solution. This preliminary information can be casually acquired during one or two early meetings. It provides us with a frame of reference within which we can interpret the client's reactions to each of the nine elements.

Complex projects often require two or three meetings to develop a contract acceptable to all participants. This is especially true for those projects which involve a client team sharing responsibility for the project's outcomes. While this may seem to be an inefficient use of time, our experience suggests that contracts are particularly valuable in these complicated development efforts.

The Process

An equally basic process contributes to an analysis of each contract element. Four steps comprise this process:

THREAT→PROBLEM→SOLUTION→PRODUCT

Threats reduce the probability that a project will attain its goals. The client and consultant redefine such threats as *problems* with which they must cope. The next step is a search for appropriate *solutions* to these problems. Finally, some form of outcome, or *product*, is included in the project agreement which resolves the original threat.

The following example illustrates this process. It addresses goals, one critical element of an agreement, but it is equally applicable to the other eight.

THREAT→	PROBLEM→	SOLUTION→	PRODUCT
goal confusion	goal conflict	goal clarification	explicit goal statements

The threat in this example may grow from the client's uncertainty about just what the intervention is to accomplish, a rather common feature in the early phases of our work. To this is added the goals a consultant holds for the project, often posing as unexpected constraints on the client's initial planning. Others with an interest in the project's outcomes may contribute additional goals which further confuse the project's direction. In little time the relationship is threatened by serious goal confusion.

If client and consultant directly address this threat by redefining it as a problem capable of rational solution, the contracting process can contribute to the project's success. In this example, goal confusion is conceptualized as goals in conflict. But how can these conflicting statements be sorted out?

Some form of goal clarification is a plausible solution. If both client and consultant can make their goals explicit, a search for points of agreement and disagreement becomes possible. Such a search facilitates the definition of the project's general intent. The explicit goal statements which emerge, included in the project agreement, are final products of this four-step contracting process. Not all conflicts will be eliminated, but if they can be made explicit, subsequent planning can find ways to endure them. The advantage offered by contracting is that threats do not remain unstated forces contributing to the demise of a project. Instead, they are incorporated as explicit features of an evolving intervention.

Another example further illustrates the role of this process in the negotiation of useful contracts. The following illustrates a potentially serious threat to a project's successful completion.

THREAT→PROBLEM→SOLUTION→PRODUCT

Threat—poor focus for the project suggested by an imprecise project overview.

Problem—superficial understanding of the needs which the project is to address.

Solution—a formal needs assessment conducted within the limits of the project's resources.

Product—a needs analysis which can contribute to refined project goals.

Our example suggests that questioning a client's project overview may reveal limited understanding of the needs which are to be met using instructional development. As the consultant probes further, a client's superficial understanding of what is to be resolved may emerge. This serious problem can be countered with a formal needs assessment designed to provide the information and insight that will improve the client's focus and the project's goals.

While we have overstated the case to clarify the process, we do not believe the

> "The way in which the agreement is negotiated, like the conduct of the entire project, must serve to involve clients fully in a search for solutions to their problems, not provide an escape mechanism that shifts responsibility for those problems to the consultant."

example to be unrealistic. Even seemingly obvious contract elements can be clarified and strengthened using this type of inquiry.

Consider a final example. We often find a developer's relationship with a client significantly changing over the life of an intensive, lengthy project. Renegotiation, one of the nine elements, may have particular value in such cases. We have generalized this condition as:

THREAT→PROBLEM→SOLUTION→PRODUCT

Threat—subtle, unstated changes in the client's view of self in relation to the project and consultant which create points of conflict between client and consultant.

Problem—the project's initial dimensions, as described by the contract's elements, may no longer be valid.

Solution—help the client explore such changes, attempting to renegotiate those portions of the contract addressing the client-consultant relationship.

Product—revised contract incorporating a changed client-consultant relationship.

Client and consultant recognize at the beginning of their relationship that changes in each other's goals, expectations, responsibilities, or other aspects of their project are likely. These changes need not threaten a project's successful completion if both also recognize that meaningful renegotiation of initial understandings is possible. In this way the project contract continues to clarify their evolving relationship.

Some Implications for Instructional Developers

Why Contracts?

Our view is that explicit, formal project agreements, or contracts, serve to reduce serious threats to a consultant's success. Recent reports seem to confirm this view (Forman & Richardson, 1977; Coscarelli & Rhode, 1979). Hare-Mustin, Marecek, Kaplan, and Liss-Levinson (1979) also support this position, noting that in therapeutic relationships "the process of providing information and obtaining agreement through the use of a contract defines the. . . relationship as a mutual endeavor to which the therapist contributes knowledge and skill in psychology and to which the client brings specialized knowledge and a commitment to work on his or her problems" (p. 7).

The helping relationship forged by an instructional developer and a client never reaches the depth of a psychotherapeutic intervention. It is, nonetheless, a mutual endeavor subject to similar dynamics. The developer, as consultant, brings to the relationship problem solving procedures and an understanding of the teaching-learning process. This is joined with the client's content expertise and commitment to resolving threats to his or her effectiveness. A valid contract guides the relationship as it first emerges, then matures to become a mutually beneficial union founded on shared resources and skills.

> "We have found the explicitly negotiated written contract to be exceptionally valuable in reducing the incidence of unexpected, potentially harmful outcomes. . . ."

Why a Collaborative Approach?

An instructional developer could easily create a project agreement without involving the client beyond initial information gathering. But whose agreement would it become? Whose behavior would it influence? We are not describing legally binding documents, but rather tools which pattern the behavior of a project's participants through mutual consent. The way in which the agreement is negotiated, like the conduct of the entire project, must serve to involve clients fully in a search for solutions to their problems, not provide an escape mechanism that shifts responsibility for those problems to the consultant. The client must "own" the problem and its solution if change is to be implemented and sustained (Lippitt, Watson, & Westley, 1958).

Collaboration in the preparation of a project agreement has another advantage. The decisions made about problems and their resolution are proposed, tested, and adopted by those who must later live by them. The client thus comes to learn not only of technical changes he or she must adopt to create improved effectiveness, but of the process by which such changes come to be known and adopted. Thomas and Jones (1971) support this view, finding in their case study of a public school consulting project that curricular and instructional changes were made and sustained only in those cases where consulting teams and individual teachers jointly negotiated a contract focused on problems to be identified and solutions to be implemented.

The use of a collaborative approach in the negotiation of a project's contract does not demand collaborative consultation during the life of that project. We have found contract negotiation as described in this paper to improve the chances of success for any appropriate helping model. Contracts serve only to clarify the nature of an emerging relationship in terms of potential threats to its existence. In this way openly negotiated and formally documented project contracts become useful tools for instructional developers and their clients in any intervention.

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