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Article

## Contractualism as an element of democratic pedagogy?

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**Keywords:** Contractual pedagogy, ethnography, democratic pedagogy, theory of practice, subjectivation

- Pedagogical practices are based on establishing commitment.
- Contractual pedagogy corresponds to a contract-based social order.
- Contractual pedagogy aims at democratizing pedagogical relationships.
- Contractual pedagogy involves a pedagogic process of collective subjectivation.
- Contractual pedagogy does not represent the kind of pedagogical ‘counter-model’ familiar to progressive pedagogies that aspire towards democratic codetermination.

**Purpose:** This article investigates the establishment of commitment in pedagogical practices through what are known as ‘behavioural contracts’. Such contracts are seen as a participatory element of democratic pedagogy and are linked to the aim of strengthening students’ self-determination. The objective is to demonstrate that as a pedagogical phenomenon, contractual pedagogy is oriented towards a practice of self-control achieved through external control, assuming a basis of sovereignty and reason.

**Methodology:** The article provides an investigation of material from an ethnographic research project in Germany on social learning in school-based pedagogical contexts. The study is informed by practice theory, theory of school and theory of social pedagogics.

**Findings:** This article argues that contractual pedagogy as a subjectivising constellation is primarily directed towards re-establishing the pre-existing institutional order. It demonstrates that contractual pedagogy can neither be understood as a particularly participatory method of democratic pedagogy, nor as a governmental power strategy, but as a subjectivising exercise that introduces students to a central tenet in modern societies. Through this, connections are formed between specific forms of (collective) subjectivation.

**Research implications:** Further theoretical and empirical analyses are required, which make other pedagogical impulses, such as an ethics of care or the critique of the subject, fruitful for Democratic Pedagogy.

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## 1 PEDAGOGICAL PRACTICES AS A MEANS TO ESTABLISH COMMITMENT

Human action occurs principally within social constellations.<sup>1</sup> Likewise, pedagogical action is not a singular activity carried out by individuals; neither is it an interaction between two individuals divorced from their social setting (for example between teacher and student). Rather, learning and education are social activities. Moving beyond this anthropological argument, pedagogical action mostly takes place explicitly within and among groups of different individuals. This applies to the greater part of institutionalised pedagogical practice, whether in schools, day-care centers, or youth work. In these contexts, sociality is established not only for strategic, organisational or financial reasons, rather, it functions as a fundamental pedagogical principle of learning with and from each other. Sociality must be established as a shared orientation. In pedagogical terms, sociality can become an explicit area of learning in its own right (for example through programmes for social learning). Quantitative educational studies focused on individual skill acquisition tend to give the impression that pedagogical acts can be boiled down to a closed teaching-learning process only. Parallel to this, the distance education that has taken hold during the COVID-19 pandemic is rapidly accelerating the tendency towards individualisation in schools. In these contexts, learning is primarily described as an individual process. However, in particular ethnographic projects working with a practice-theoretical framework (Schatzki, 2001, 2012) have consistently pointed out that pedagogical practice ought to be understood as an in-situ, shared, and largely relational activity (Schatzki, 2001, 2012; Budde et al. 2022; Budde & Eckermann 2022). As such, pedagogy is constituted in the interrelated relation of individuals and social contexts. In order to coordinate the broad range of activities performed by diverse social actors in shared (pedagogical) practices, each and every social practice (including non-pedagogical social practices) must establish a form of cooperation, which we refer to tentatively as ‘commitment’: an open agreement through which a broad horizon of shared and expected behaviours might be organised.

This is where social learning comes in. Children and teenagers are supposed to learn how to interact democratically with others in educational contexts. This does not mean that all democratically and social learning activities are necessarily focused towards one goal shared by all actors, or that these activities are homogenous. Neither does it assume a normative perspective that differentiates between ‘more successful’ and ‘less successful’ forms of cooperation, as is the case in studies focusing on the quality of teaching or classroom management (e.g. Cangelosi, 2014). Rather, our aim is to define pedagogical practices more precisely, by departing from a notion of socially constituted commitment. Because without commitment – that is to say, without the above-mentioned open agreement – pedagogical (and other) practices would ‘disintegrate’ into unfocused, incoherent, and abstracted activities. For pedagogical practices more specifically, commitment can be defined as ‘pedagogical commitment’. In modern school, this commitment has always been under the claim to understand the ‘common’ as democratic

and to shape interactions and hierarchies according to democratic demands (Lundahl 2011).

This thesis corresponds with the practice-theoretical argument that practices generally contain shared elements. These involve rules, routines, agreements, and shared goals and emotions, which a practice organises ‘as part of its process’ (Schatzki, 2005). This argument, however, does not yet establish what this kind of commitment might *look like*, *how* it is established, or what its *contents* are. It cannot be assumed that commitment is a given; rather, it is the object of specific educational activities. This means that the questions that arise over the course of pedagogical activities can be individually tackled in the process of executing practices, and are therefore accessible to empirical observation. Without such a commitment, pedagogical practices would not come to fruition. Pedagogical practices of every kind exist in order to establish a shared, overarching, and public frame of orientation within a democratic society that regulates and directs behaviour and learning processes, and represents a shared basis for activities (Budde 2020).

In brief, pedagogical commitment – for example in the classroom – is traditionally based primarily on the teacher’s assumed authority as secured by generational difference (Helsper, 2007) and on a relative homogeneity among the students (Budde 2012), such that commitment is assumed to be a given, and deviations are dealt with through violence and discipline (corporal punishment, a dunce’s cap, detention, and the like) (Grabau & Rieger-Ladich, 2015). In recent years a new phenomenon has gained relevance in pedagogy and educational studies, which can be termed ‘contractualism’, or “contractual pedagogy” (Bröckling, 2017; Dzierzbicka, 2006). Contractual pedagogy aspires to establish commitment in pedagogical practice through contracts, structuring learning and educational processes. We interpret the rising popularity of contractual pedagogy on the one hand as going hand-in-hand with a guiding notion of “heterogeneity” (Budde 2012, 2015) in both discursive and practical matters, in a context where the assumption that education consists of merely ‘coordinating the activities’ of students is no longer seen as tenable. For this purpose, we analyse ethnographic material from an educational workshop with 8<sup>th</sup> grade students. The supposed homogeneity of earlier models is replaced by an individualised recognition of pluralisation, emphasising the difference between social actors. Unspoken behavioural codes are no longer assumed to be self-evident to all parties, or to be sufficiently operationalised by institutional rules. Rather, they require pedagogical framing on a more ‘micro’ level (for instance in classroom or childcare contexts through behavioural contracts or licenses, or through learning and behavioural agreements with individuals or groups). Moreover, generational authority in and of itself does not necessarily generate the requisite commitment – the supremacy of the father, the teacher, or the childcare worker is no longer comprehensive. Instead, legitimation processes have undergone changes in late modern institutions. These shifts take place in the context of a broader development towards negotiated pedagogical communities, in which “the needs of the child are taken into account and an egalitarian culture of

communication is the ruling pedagogical principle” (Schneider et al., 2014, p. 7). While breaches of contract socially generate punishment, in pedagogical contexts they are not only addressed in disciplinary terms, but also provide an opportunity for further pedagogization of rules. In this sense, contractualism reacts to pluralisation and the need for legitimation in the context of a democratisation, meaning that children are increasingly invited to work together on behavioural codes. In addition, the establishment of commitment – and through this the regulation of relationships in schooling – is now a sphere of pedagogical activity in its own right (as seen in formats such as class councils or ‘morning meetings’ and the like).

On the one hand, contractual pedagogy is welcomed within the context of democratising reforms that seek to take into consideration the agency of children – in particular in liberal democratic education (Sant 2019). On the other hand, the power effects inherent to this instrument are to be critiqued. Most studies investigating democratic pedagogy and democratic pedagogy approaches apply a specific understanding of democracy, participation and citizenship. In theory-to-practice transfer, this has consequences for learning objectives and might limit students’ and teachers’ autonomy (Guérin 2017). This article aims to demonstrate that *contractualism should be understood as a pedagogical phenomenon in context of democratic pedagogy (corresponding with broader social practices) that is oriented towards a practice of self-control achieved through external control, working on an assumed basis of sovereignty and reason*. As such, we argue that contractual pedagogy can be shown to be a subjectivising constellation that primarily aims to reestablish pre-existing institutional orders.

This perspective, built on subjectivation theory and drawing on Butler, assumes that the ability of subjects to act can only be realised when power relations are recognised. “Subjection signifies the process of becoming subordinated by power as well as the process of becoming a subject.” Butler continues:

Power is both external to the subject and the very venue of the subject. This apparent contradiction makes sense when we understand that no subject comes into being without power, but that its coming into being involves the dissimulation of power, [...] in which the subject produced by power becomes heralded as the subject who founds power. (Butler, 1997, pp. 15–16)

Subjectivation theory overcomes the dualism between power structures and the autonomous subject, opening new perspectives on the communal, day-to-day practice of establishing subject positions (Youdell, 2006). In particular, the central value of sociality for pedagogical practice means that subjectivation cannot exclusively be understood as a process of being positioned (and a self-positioning that reacts to this) in the sense of a response to a mode of address (Ricken & Rose, 2018). Rather, subject positions – such as that of the student, the educator, or the teacher – are brought to the fore through participation in pedagogical practices (Budde & Weuster 2018). This means that each time pedagogical commitment is established, a form of subjectivation takes place. Accordingly, the concept of subjectivation makes it possible to conceive of a parallelism – constituted

through pedagogy – between subject and sociality and beyond dichotomous oppositions, and to consider the formation of subjects through education as a central movement of the modern age.

The following analysis is based on behavioural contracts provided by the example of class rules that were drawn up as part of a workshop for secondary students. We argue that contractualism can neither be understood exclusively as a form of democratic pedagogy, nor as a refined technology of power. Rather, it should be grasped primarily as a “flat ontology” (Schatzki, 2016b), that is, a form of commitment that is established by all actors effecting subjectivation in and through pedagogical practices.

## 2 CONTRACTUALISM

Contracts have many functions. Through contracts, the actions of specific actors can be coordinated by the signatories of the contract. Through this, they create a binding obligation to carry out expected forms of behaviour. They establish and secure a ‘behavioural order’: a ‘norm-oriented’ fundamental order of the social. Ultimately, contracts legitimise the actions of their signatories, because they offer a reliable foundation for actions to take place.

Contract theories arose in the moment when the legitimation of social relationships, as the universal basis of a ‘behavioural order’, could no longer be provided merely by recourse to religious authority or an objective, natural world order. With the emergence of democratic societies, as well as the establishment of the idea of rational subjects and their formation in the medium of education, the contract also gains importance as the basis of social relations. In contrast to pre-modern orders, the prevailing point of view has emerged that in democratic societies all persons have a right to individual liberties. These liberties should only be curtailed via laws that are (contractually) agreed upon with others in the context of fair procedures and discourses founded on equal participation. Since the Enlightenment and the ‘invention of the subject’, the contract has to an extent gained significance both in the regulation of the relationships between individuals, and in the establishment of social obligations with respect to certain behavioural expectations. Equally, the notion has gained traction of a subject formed through specific practices – particularly pedagogical ones –, which are in turn successively guided by models based on contract theory. Thus contracts, subjects, and education are formative in equal measure in the modern assumption of rational, social agents.

Contract theory assumes that:

Principles of social [...] justice, but also moral rules, [can] only be valid, legitimate, and justified if X can be presented in an arguably convincing manner as being the result of a contract upon which those affected by a specific problem situation would reasonably agree under particular, clearly defined and generally accepted conditions. (Kersting, 2006, p. 164; see also Scanlon, 1998; Nagel, 1991)

The contractualist tradition historically differentiates between a model of strategic rationality and a model based on formal laws of rationality. For Hobbes's 'contractarianist' model of strategic rationality, the contract is a procedure for generating norms; prior to the closure of a contract, there are no universal legitimating moral norms (2011). All the same, Hobbes assumes in his reflections on 'The Social Contract', that it is in the individual interest of each subject to enter into contracts. Although contracts curtail individual freedom, they make actions calculable and therefore offer the individual a rational advantage over the 'pure state of nature'. By contrast, for Kant (1998) contracts are based on formal laws of rationality that are necessary if the human is to be emancipated from its 'natural' state. The contract duly appears as a central tenet of the fundamental right to freedom (Rawls, 1971). Both theories make recourse to a rational, sovereign subject as the foundation for contracts. Weber, too, recognises the increasing relevance of contracts in the regulation of social relationships between subjects in modern societies. While Weber's premodern "fraternization contracts [...] involve a change in [...] the total legal situation (the universal position) and the social status of the persons involved" (1978, p. 672), the modern "purposive contract" is at least theoretically based on "freedom of contract" of all parties.

The development of legally regulated relationships toward contractual association and of the law itself toward freedom of contract, especially toward a system of free disposition within stipulated forms of transaction, is usually regarded as signifying a decrease of constraint and an increase of individual freedom. [...] The possibility of entering with others into contractual relations, the content of which is entirely determined by individual agreement [...] has been immensely extended in modern law. (Weber, 1978, p. 729)

All the above-mentioned contract theories assume, first, the contractual partner's *freedom to make decisions*, and secondly, their *rationality*. However, Weber points towards practical limits constraining "freedom of contract". These are caused by "differences in the distribution of property as guaranteed by law". Basing his observations on an analysis of capitalist relations of production, Weber substantiates this by underscoring the fact that "the more powerful party in the market [...] has the possibility to set the terms" (Ibid., pp. 729–30). The tendency in modern democratic societies to organise social relationships on the basis of contractual constructs plays out in a wide range of different social institutions, and is termed contractualism (Ashford & Mulgan, 2018). Accordingly, state institutions such as unemployment centres increasingly regulate interactions between the institution and its 'customers' through contractual agreements (Bröckling, 2017; Brown et al., 1996; Dean, 2006). In light of new security policies in the field of tension between public and private spheres, Shearing speaks of "contractual communities" (1992; 2001) in which specific standards of control are contractually agreed upon. This occurs, for example, when real estate is acquired within a 'gated community'. The sale contract requires owners to agree to a specific governance of the community, for example through the

deployment of private security services. Such processes lead to spaces in which those who belong take on more expansive responsibilities, while the scope of state responsibility is contracted. A further example is the wide-reaching field of mediation (Münste, 2012; 2016; Pavlich, 1996). Mediation strives to resolve conflicts through negotiation, reaching consensus-based settlements to which participants are obliged to adhere. Mediation procedures are used in contexts such as conflict-laden social relationships (for example, divorce cases), in professional relationships in companies and organisations, or between citizens and the state (major construction projects etc.), as well as between states. Current discourses based on the responsibility and activation of the individual can likewise be understood as representing a withdrawal of the state (Oelkers & Richter, 2009; Lessenich, 2008). As the supports provided by the welfare state are stripped back, the notion of an “activating state” is invoked (Dingeldey, 2007; Serrano & Magnusson, 2007), which is increasingly reliant upon the initiative and sense of responsibility of individuals (Newman & Clarke, 2009).

In the field of education, too, since the mid-1990s, contractualism has been the object of theoretical studies focusing primarily on tertiary education in university contexts (Besley & Peters, 2006; Gibbs, 2009; Goodman, 2011), as well as on the management of schools (Heystek, 2015; UK Department for Education, 2018; Gewirtz et al., 1995; Gewirtz 2001). In school classes, learning contracts with students are on the one hand geared towards the measure of student achievement in specific fields (Greenwood & McCabe, 2008; Coy, 2014). On the other hand, regulatory behavioural approaches such as the ‘time-out room’ – which students visit if they ‘disturb the class’, and where they must draw up a contract in order to allow them to return to participation in class – are based on contractual assumptions (Adamson et al., 2019; see figure 1, which shows such a behaviour contract). Such pedagogical practices follow the principle of *negotiating instead of commanding*.<sup>2</sup> Contracts regulate commitment, but they also provide an opportunity to address these rules pedagogically.

**Figure 1: Example of a behavioural contract from a Time-Out Room.**<sup>3</sup>

| Time-Out-Room Minutes  |  |
|--|--|
| Name <u>Jack Sparrow</u>   | Grade <u>6</u>   |
| Teacher involved _____   | Subject _____  |
| Date _____   | Lesson _____   |
| Which rule did you break?<br><u>Rule 2) I raise my hand and do not interrupt in class</u>  |  |
| Teacher feedback   |  |
| Describe the situation from your point of view<br><u>In 4th lesson I was sent to the Time Out Room because I was talking in class</u>            |  |
| Description of the situation from the teacher's point of view  |  |
| What do you want to do in the future to make sure that situations like that will not happen again?<br><u>Listening to no one but the teacher</u> |  |
| Possible alternative of the teacher  |  |
| Who do you ask about what you missed in class? <u>Ahmed</u>  |  |
| <u>Jack Sparrow</u><br>Signature Student   |  |
| Signature Time-Out-Room staff member   |  |
| <u>Spencer</u><br>Signature Teacher  | <input checked="" type="checkbox"/> I Agree<br><input type="checkbox"/> I disagree |

### 3 CONTRACTUALISM IN EDUCATIONAL PRACTICES AND RESEARCH

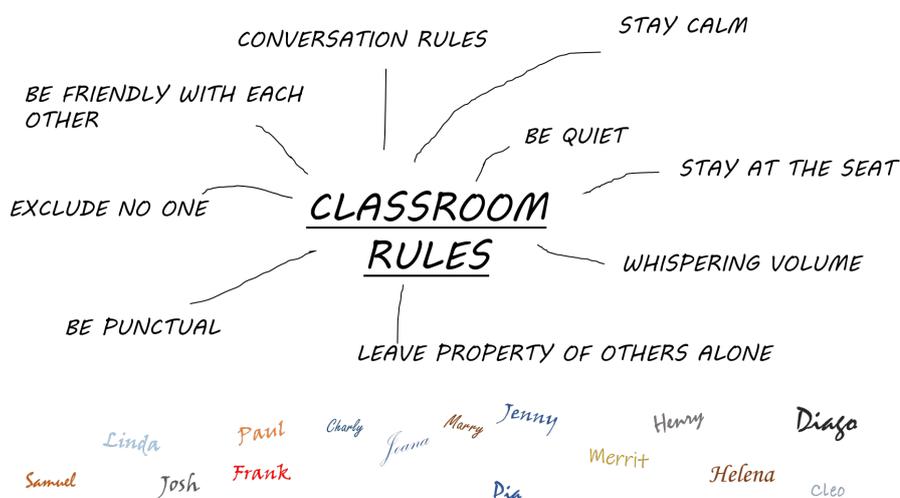
In educational studies, two diametrically opposed understandings of contractualism are in currency. Both are tied to the meaning of contracts for the addressees of pedagogical practices. Both understandings can be seen in Figure 2, which documents an example of a behavioural contract with classroom rules, signed by all students.

From a *democratic pedagogy perspective*, the use of contracts for the establishment of pedagogical commitments is viewed as a promising and innovative tool. Accordingly, in various pedagogical fields, contracts are used to increase efficiency, participation, legitimation, and self-regulation (Slee, et al., 1998). Alongside the integration of contract-based processes in pre-existing pedagogical practices, an independent pedagogical field has arisen relating to social learning and character education, in which commitment is processed through contracts. Contracts are thought to reduce the hierarchical gap between educators and students. Further, the democratic pedagogy perspective underscores the participatory nature of contracts. This represents progress in the sense that the authority of teachers is thereby not (only) legitimised by generational difference or the institution, because commitment is no longer enforced by hierarchical or even violent means, but is instead negotiated in a more transparent, democratic and participatory manner. This progressive educational perspective involves assumptions about the agency of children within childhood studies and children's right movements, including the extent to which children are able to participate democratically, as well as invoking broader societal educational norms relating to the ethics of processes of negotiation (Esser et al., 2016). This literature is above all programmatic in nature, however there are also scientific studies that point towards positive aspects of participatory pedagogical practices (Carns & Carns, 1994; Dzierzbicka, 2006). An exploratory study with 100 students has shown, for example, "that learning contracts are an effective tool for responsibly sharing power and promoting better performance outcomes" (Lemieux, 2001). A qualitative case study has demonstrated behavioural improvements when behavioural contracts are used with male students with special needs (Hawkins et al., 2011); similar reports have been made of behavioural contracts in the context of 'time-out' policies (Vegas, 2007; Wolf et al., 2006).

In contrast, *critical research* drawing on the notion of governmentality, such as Pongratz (2006), suggest that contracts in educational institutions must be read as a sophisticated technology of power, and that the notion of contractualism contains at its core a problematic, neoliberal, and individualist view of humanity (Bagnall, 1992; Apple 2011). In this work, criticism has been directed at the fact that children in educational establishments are situated in a relation of institutional and intergenerational dependency, meaning that they cannot be considered legal subjects capable of making contracts in a juridical sense. Additionally, according to this perspective, the preconditions necessary for "freedom of contract" do not exist in schools, which require mandatory attendance – meaning that participation is feigned. Further, the educational relationship

is distorted through such “juridified’ forms of social management, emptying it of its pedagogical essence” (Gibson, 2013). Contractual pedagogy could therefore be viewed as a means of dressing coercion and discipline in new, modern garb. In this vein, contracts serve to establish consent while obfuscating power relations, sanctions, and discipline. These are presented to the students in the form of an imperative to self-regulate, as Foucault (1979b) demonstrates in his 1979 work *The History of Sexuality*. Drawing on Foucault’s work on governmentality (2010), it is asserted that contractualist interactions with children may appear to be more democratic than earlier, more disciplinary practices – since the new forms of control operate with less friction. However, this does not mean that they are any less implicated in exercises of power. Instead of the discourse of punishment that previously reigned, through this move, a discourse of control now holds sway (Deleuze, 1992). Classroom management, self-guidance, and prevention become central terms, while self-regulation is established as a technology of power. This is subtended by processes that *relocate responsibility to individual subjects*. Studies on class councils, a very well established democratic education program (Budde & Weuster 2017) for example demonstrate that these reproduce pre-existing forms of power in countless programmes (Pongratz, 2006; Jornitz, 2004), because behind the democratic pedagogical rhetoric, a specific social relation emerges which “projects governmental forms of control and leadership into the school setting” (Pongratz, 2010, S. 71). With good reason, contractual pedagogy is often discussed in relation to the contraction in the scope of state responsibilities outlined above (Lutz, 2011; Kessl, 2005). Though in doing so, the question of what actually constitutes ‘good’ education is increasingly skirted. Guiding concepts such as quality, efficiency, or self-direction replace the value-based aspects of education and learning with technical concepts and processes (Biesta, 2006; 2010).

**Figure 2: Example of a behavioural contract with classroom rules.**



Differences between both approaches revolve around how overarching conditions and contents are defined, particularly with regards to approaches used to explicitly establish commitment (such as class rules, class councils, or ‘morning meeting’). Democratic educational programmes understand contracts as a form of participation and as an expression of a general more democratic culture. According to this view, it is precisely the process of negotiating the contract’s content that makes them innovative. Approaches that involve a critical analysis of power relations, however, argue that the conditions for freely entering into a contract are not guaranteed, because students are not able to fully participate in determining the overarching conditions or the content of contractual pedagogy. Moreover, they argue that every form of codetermination conceals and therefore stabilises pre-existing power constellations.

Whilst the first approach sees negotiation as a central field of learning for creating a sense of responsibility, the second understands the participation of students in this construct to be essentially ineffective. However, similarities between the two approaches also exist. Both are centred on the individual subject, since both ultimately focus on the subject’s activation – either as a desirable pedagogical goal, or as an effect of the powerful imperative to self-activate. Through this, both approaches deny the general, socially embedded nature of action, and more specifically the social contexts of pedagogical practice. In the following, we provide a deeper reading of contractual pedagogy based on subjectivation theory, and drawing on empirical material.

#### **4 EMPIRICAL INSIGHTS**

If we take a look at practices of contractualism in school contexts, it becomes clear that both democratic pedagogical impulses and appeals to mechanisms of governmentality are present in equal measure. This is demonstrated most clearly when behavioural contracts are developed in the form of class rules, as analysed in the following. The material stems from the research project “Pedagogical Regimes in Social Learning Programmes”, in which various measures to guide social learning in educational programmes for school contexts are ethnographically investigated and evaluated through a practice-theoretical perspective (Weuster i.p.). The project is part of a larger ethnographic study we have been conducting over the last few years on the topic of “Social Learning and Character Education in Schools” (Budde & Weuster 2017). Both, Social Learning and Character Education can be understood – with Foucault (1979a) – as a dispositive, meaning an interweaving of practices, discourses, artefacts and subjectivation. The data (participant observation, interviews, artifacts) focuses on pedagogical practices in schools in Germany (Budde & Eckermann 2022).

The research project presumes that human activities are based on practices which are expressions of social orders. With regards to practice theory, the focus of analysis is on space- and time-bound activities (Schatzki 1996, 2002). We define schools as constellations which are, according to Schatzki’s practice theoretical account, composed by

interconnected practice-arrangement bundles – just as any social phenomenon (Schatzki 2002, 2005). We aim to identify the actions that compose the school as an organization which also means to identify the net of overlapping and interacting practice-arrangement bundles of which the actions are part of. Practices are closely linked to material arrangements like humans, artifacts, organisms and things (Schatzki, 2005, 476 f.).

The research design is based on the concept of an ‘ethnographic collage’ (Richter & Friebertshäuser 2012), which focuses on collecting and evaluating data with a multiple methods approach regarding different activities in context of contractualism in school. The main interests of Ethnography are the implicit, unconscious activities and routines. Participatory observation was used in order to analyse the practices of contractual pedagogy. Participatory observation is based on the assumption that the researcher can learn about the discursive and physical practices that constitute social orders by observing and participating in the natural setting of the people under study (Troman et al. 2005; Jeffrey et al. 2009; Budde 2017). The observations are written down in form of field notes and protocols and can thereupon be transformed into analysable data (Emmerson et al. 1995). Document analyses supplement the analyses of students’ and teachers’ practices and views in order to analyse the material foundation of pedagogical contracts. Specific basis of the analysis is a participant observation in a workshop run with 8th grade students (around 14 years old) in a north German comprehensive school. The class takes part in an extracurricular workshop running over several days, which is facilitated by two educators from an external organisation. The class teacher is also present. The analysis is drawn on methodologies of Grounded Theory (Strauss & Corbin 1996) to create core categories. This is realized by coding of relevant passages and subsequent systematizing, maximum and minimum contrasting of the codes formed in the process.

#### **4.1 The behavioural contract: between individualising and collectivising modes of address**

In the workshop, the negotiations aim to set rules in a manner that is as participatory and consensus-based as possible. In contrast to typical hierarchical configurations in the school context, a participatory framing is established here. The two educators therefore begin by identifying the students’ wishes and misgivings in relation to the planned workshop. The answers point towards substantial problems in the class’ social fabric. The wish is expressed “that there will be no more fighting and the class will be brought back together” or “that you make sure that we don’t fight anymore”. Misgivings include the fear “that it won’t help” or “that there will be too much fighting” and “no-one will speak to anyone anymore”.

The students clearly have high expectations that behavioural norms will be established through the workshop. They express a wish to create “rules” that might improve social cohesion among the group. Here, a double negotiation over responsibility takes place. On the one hand, the students hand responsibility over to the educators, who are addressed

as professionals who can (and should) resolve the social problems in the class, because the students do not appear to be capable of resolving their problems independently. In this sense, the interaction with the students as subjects cannot be described as imposing external values. At the same time, the students also take on responsibility for the class community. Tom, one of the educators, suggests that they draft a “Shared Code of Conduct” which should be signed by everybody. He checks to see if all are in agreement, and the class agrees. This can be understood as an explicit pedagogical commitment, and represents a foundation for the contractual negotiations that are to take place. In the first step, students are requested to consider three questions and write their answers on large pin-up boards: “What is going well in the class?” “What is not going well?” “What can I do to improve the situation in the class?” The definition of the task thereby already performs a prefiguring function, since already at this point, a specific light is cast on the problems in the class. The third question focuses on the individual behaviour of the students as starting point for change. The educators, Emmi and Tom, specify how the task should be carried out:

“And most importantly, it’s not about what Lukas might do to improve the situation, or what Tom should do [...], but about what I myself can do. That means that everyone will write for themselves what they can do themselves. So soon you’re all going to take a pen and write something down for each question. [...] And try to work alone, don’t look at what the others have written down. We’ll do that at the end, so try and work individually, look inside yourselves, and answer the questions for yourselves.”

The questions are formulated in writing, and to begin with they ask the students to sketch out a general picture on the situation in the class. Asking what is going well or badly requires an objective-rational perspective on the state of affairs. The third question relates to the individual’s (potential) actions. In their spoken instructions, Emmi and Tom underscore the entire task with a clear call to work alone, and thereby frame it as a process of articulating their own perspectives: the students should “look inside themselves”. The students are requested to express their interests in writing, and as a prerequisite they must first become aware of these interests. This opens the possibility for learning along progressive-educational lines. At the same time, the obligation to self-observe, including through a public self-declaration, assumes that they will then take on individual responsibility – and everybody who interacts with the emergent behavioural contract implicitly commits to this outcome. In other words, at the heart of this process is a mode of address that speaks to the students as sovereign and rational subjects, able to make their own decisions, which reveals the process’ individualising function.

The three questions are worked through by the students, creating the point of departure for the second task:

Emmi asks: “What do you think we can do with this?” [...] Fiona raises her hand and is asked to speak: “I think that many things are repeated, I mean that many

people have written the same thing and that we could maybe all of us try together, so that it, so that things can get better, like it says on the posters, and that we should stick to that.” Emmi asks everyone: “Does everyone else see it that way?”

In answer to Emmi’s question, Fiona reflects, to begin with, the following: many have written the same things, and in this the wish is reflected that “maybe we can try together [...] so that things can get better [...] and that we should stick to that.” In her contribution, Fiona reflects a collectively shared consciousness relating back to the problems in the class. Even if the task required taking on a singular perspective, at least to begin with, Fiona transfers the individual perspective into a collective one, making it clear that it should be a shared effort to improve the situation. Her next point, “we should stick to that”, is addressed both to the individual and to the collective. Emmi also adopts this approach and addresses the group, asking whether “everyone” sees it that way. The collectivising mode of address is made further explicit in the following excerpt, which can be understood as a shared, structural effort undertaken by both students and team leaders:

“We now have all information in front of us. The information comes from all of you. These are things from all of you, all of your opinions, how all of you see things, all of your perceptions. And these rules that we want to make together, [...] they will also come from all of you. That means that I would like us now to take, from all this information, specific things, so that we all put together a piece of writing that we can work with together, that means also that you all can work with, when you’re not here anymore.”

Tom emphasises on multiple occasions that the opinions and perceptions of the students will be picked up on in what follows. The contract that is to be drawn up is represented as a rationally sensible set of rules that will be compiled by the students themselves. The possibility to think together about how a behavioural contract might be structured appears as an externally proposed invitation to self-regulate – an invitation that replaces authoritarian and disciplinary orders and rules. Tom addresses the class as a collective within which all individuals have a contribution to make. In this sense, the students are again addressed individually as self-reflexive subjects capable of taking responsibility for their own actions.

Educators and students oscillate between individualising and collectivising modes of address towards both individual students and the entire group, and in doing so they constitute a pedagogical practice that negotiates the interrelated relation of subject and sociality.

## **4.2 Rational rules replace content-based or emotional conflict resolution**

It becomes more difficult when individual students withdraw from the procedure:

Kevin raises his hand and says: “Yes, but I think we don’t need a solution. We just need to be quiet! It’s not that hard. [...] Some people say insulting things for no

real reason. But they should just leave it. (Annoyed voice) So we don't need to talk about it anymore or keep thinking about it here, we should just leave it. Then things'll be OK again."

Emmi asks him: "And what do you think of Fiona's suggestion?" Kevin asks: "What did she say? Sure, she said that we should look for a solution. But we should just be quiet! And stop doing it! What else is there to say?" Angelina raises her hand emphatically and is asked to speak by Emmi. In a 'revealing/dramatic/nervous' tone of voice she says: "I think, um (looks towards Kevin) so I don't wanna say bad things about you or anything, but I have the feeling that Kevin [...] just isn't interested! It seems like that to me. It's a question and not a statement, if he's even really interested."

Kevin rejects the process of looking for solutions to the conflicts and suggests to "just be quiet" and "just leave it". This is sharply rebuffed by several of the other students. Kevin's resistance is, on the one hand, defined as a question of "interest" and is therefore marked as an emotionally motivated blockade. In the same move, this form of refusal is marked as an object in a rational decision: to be 'for' or 'against' rules. Kevin's subjective feelings of refusal (not being "interested") are viewed as blocking the rational agreement to seek a shared solution to improve the class atmosphere. Behaviour is here regulated through an external demand to self-regulate in the sense of exerting emotional control. The setting of the contract negotiations addresses the students on the one hand as cooperative, but also as socially competent subjects who actively take on board the commitment in order to structure the classroom atmosphere in a more positive way. On the other hand, this involves a latent obligation to cooperate: those who, like Kevin, doubt the usefulness of the proceedings are positioned as being anti-social, irrational, and therefore immature.

In what follows, the educator Tom moderates the concrete establishment of the contract:

Now Tom asks the students to look at the board with 'What is not going well in the class?' "Okay, so this is my suggestion. Take a look at the board (he points to it), choose one dot point, and try and make a rule out of it, in order to prevent that thing from happening again."

Fiona raises her hand hesitantly and says questioningly: "Um, that we don't insult each other?" Tom walks to the board, points to the relevant dot point and says: "Okay. You're talking about insults. Here it says for example (reads aloud): 'If you say something, people always answer with insults'. You all think that's bad. That means we don't like insults, so what are we going to do from now on?" [...] Kevin calls out: "Just be more friendly!" Tom nods and says authoritatively: "Exactly! We want to talk to each other in a friendly way! That means that we stop insulting each other." He takes out a marker and in a dramatic, strong gesture, he crosses out the corresponding point on the board. "Now they're not there anymore! Because you want to talk to each other in a friendly way! (He points towards the

board at: “What can I do to improve the situation in the class?” Here, dot points include “don’t insult” and “be nicer”.) That’s what you all said yesterday! No more insults!”

Meanwhile, Emmi has walked over to a flip chart where individual ‘paragraphs’ of the contract are supposed to be written down. Tom also walks over. Emmi and Tom talk briefly among one another and Emmi writes on the flip chart: “We want to talk to one another in a friendly way.” Tom grins broadly, points to the flip chart and says euphorically: “Finished. There it is. We want to talk to each other in a friendly way! That’s how easy it is!” He looks expectantly at the circle: “What else?”

Tom’s suggestion is aimed at creating rules based on the critical points raised. In order to do this, Tom picks up on Fiona’s suggestion to the degree that he draws a relation between it and one of the aspects noted by the students on the board. (“If you say something, people always answer with insults”). He now proceeds to ignore Fiona’s idea, instead drawing a conclusion and speaking for everyone: “we don’t like insults”. He then asks, “what are we going to do from now on?” Kevin then calls out: “Just be more friendly!” The suggestion is markedly similar in tone to his previous statement, “just leave it!” This is now almost euphorically taken up by Tom, who transforms Kevin’s suggestion into: “We want to talk to each other in a more friendly way!” – symbolically performing the transformation of the old, no longer desirable behaviour into the future, desirable behaviour by drawing a line on the board. As the workshop unfolds, all the critical points are similarly translated into behavioural rules and instructions. At the end, all the students willingly – and with a certain earnestness – sign the contract on the flip chart (see figure 3). The signatures ratify the individual and personal obligation to follow the behavioural contract, while at the same time visibly rendering it the product of a collective process. The fact that the signature is publicly visible strengthens both effects through the permanent visual presence of all names in the workshop room.

In collectively formulating the contract, Tom established a method of collaborative writing and ultimately a system of rules, opening questions regarding the mode of participation. The assumption that “everybody wants this” is fragile, as Kevin, for example, demonstrated. On the other hand, as the task was being framed, many students formulated the wish to find solutions so as to improve the way they were interacting with each other, and were genuinely engaged in the process. The moment Tom shifted the content of the “rule” (“just be more friendly” vs. “talk to each other in a more friendly way”) can be described as an external imposition. Kevin’s statement is not simply taken up, but pedagogically reformulated. Only then is it ratified as a legitimate expression.

**Figure 3: Signed behavioural contract.**

It is striking that none of the problems described by the students are spoken about in detail or clarified. As soon as such topics or questions came up in the course of the workshop, they were rebuffed with the argument that this process is not about looking into the past, but into the future; about positioning oneself in relation to the problems and formulating a way to deal with them that is acceptable to all involved. Processing conflicts in this manner is thereby formalised and transferred into regulated procedure, which is then secured in a contract. The entire process is characterised by an objective approach that rationalises conflicts and problems; an aspect that will not leave subject positions and social relationships among peers unmarked. Rationalisation leaves no space for emotions such as sadness or anger. At the same time, the process' logic makes recourse to the socially competent and mature subject. A focus is placed on forming self-reflexive subject positions, whose activation is in fact presupposed. This is noteworthy in particular because the students clearly cannot get on well in everyday school life, such that countless conflicts regularly escalate. This clearly calls for pragmatic and future-oriented solutions and plans. Rather than reconciliation or the resolution of concrete conflicts, the practice of formalising a rationalising process is foregrounded. A positive group atmosphere is established that requires 'reasonable' solutions be found, without winners and losers – an aspect that is also characteristic of the contractual pedagogy method. Even though contributing to the formulation of rules is not fully optional, the degree of student participation in the establishment of commitment highlights marked differences to principles of authority and obedience.

In this process, conflicts are not addressed in their substance, but are rather transferred into rational rules, fixed in writing, and kept as a constant reminder (if for example the

contract is hung up in the classroom). At the same time, conflict itself is rendered obsolete via the contract. The individual paragraphs are placeholders for all (potential) problems and conflict, helping to establish a more advantageous class atmosphere and guaranteeing a frictionless, disturbance-free class through the removal of disruptive behaviour. The problematic aspect of this completely understandable impulse is that the contract preemptively negates the emotional quality of conflicts, diverging interests, and non-conformist school behaviour. Through the contract, these are no longer potential objects of (future) pedagogic negotiations. Rather, rational, self-regulatory behaviour is conceived of as a progressive, contractually secured condition to which all students individually and collectively are now contractually obliged to conform. Once established, behavioural conformity is the expected personal contribution of all signatories, while non-conformity counts as an individual failure. Additionally, an emptying-out of emotional and of pedagogical content takes place.

## 5 SUMMARY

This empirical example demonstrates that the rejection of contractual pedagogy on the premise that children are not capable of creating contracts does not hold true. Many of the students formulated a keen interest in improving the class atmosphere. They worked actively on the establishment of rules, and their contributions were taken into account in the formulation of the “Shared Code of Conduct”. At the same time, the effects of power are visible – for example when Tom reframes the students’ statements so that they fit his own interpretation. Equally, the fact that Tom’s numerous acts of pedagogical regulation tightly control Kevin’s participation underscores the problem: at stake here is a negotiation that is not free, but that prefigures a behavioural contract which is above all and exclusively structured within a school context. Commitment in pedagogical practices on the basis of contracts appeals to – and at the same time creates – the rational subject.

An argument could be made for an integrated perspective that might relate both points of view to one another within conceptual and systematic horizons. Not ‘external vs. self-regulation’ or ‘governmental power ideology vs. progressive education’, but both as elements of a subjectivising constellation, a way of practicing the relationality between external and self-regulation. This in some ways mirrors the perspective on childhood and citizenship. In contracts, agency is attributed to children, but at the same time it is limited by generational difference and institutional demands. Children are not equal participants; they are to become such in the course of socialization – not least through pedagogical measures. From a practice-theoretical viewpoint, contractualism can be viewed as a cohesive constellation within a “flat ontology” (Schatzki, 2016a) that works through the relationality between subjective and shared modes of address. Each time pedagogical commitment is established, a form of subjectivation takes place. Accordingly, the concept of subjectivation makes it possible to conceive of a

parallelism – constituted through pedagogy – between subject and sociality and beyond dichotomous oppositions, and to consider the formation of subjects through education.

This shows that contractual pedagogy involves a specific mode of subjectivation in which students are addressed as rational and responsible subjects, creating generally valid rules that pedagogical practices might draw on. The visible collection of signatures at the bottom of the contract represents a self-activated and externally framed acceptance of the subject figuration at stake, formed via the mode of address and a reaction to this mode. Conforming behaviour thereby becomes a pre-condition for class participation – a shift that can be described as de-pedagogical in nature, as the students have contractually obliged themselves to comply to binding behavioural norms. Deviations are relegated from being issues that would be dealt with pedagogically, to becoming a matter of direct rule violation. Further, the contract's regulatory nature eschews emotion, instead privileging reason and rationality. Even Kevin's emotions are marked as negative and framed as a decision for or against "being interested", devaluing the reasons motivating his emotions.

In this vein, the empirical effects of contractualism reconstructed in this paper are primarily directed towards restoring the institutional order. The example outlined here clearly demonstrates normalising, homogenising behavioural effects, upholding pre-existing power relations. Contractual pedagogy's encouragement of participation is severely constrained<sup>4</sup> by this implicitly normative orientation towards an order of established behavioural patterns – which ultimately remains undisturbed. Rather than opening a field for learning, this process becomes an end in itself, as is further demonstrated by our research on class councils or time-out rooms. Ultimately, the disciplinary logic of pedagogical practice has the upper hand. Additionally, the more formal the educational setting, the more rigid the disciplinary order. This is because the contract represents an endpoint for pedagogical negotiations, resolving the discrepancy between cause and effect (*Technologiedefizit*) in pedagogical activities and cementing the behavioural order, thereby precluding the need for further negotiations. Contractual pedagogy thereby emerges as a regulated commitment which assumes responsibility for self and others. This means that contractualism can indeed be described as a pedagogical practice which corresponds exceedingly well to today's broader social order, since the emptying-out of pedagogical practice goes hand-in-hand with the withdrawal of social institutions. Accordingly, contractual pedagogy is aligned with a governmental technology of power through which not only the individual is subjectivised as being rational and responsible as basis for the shared contract, but equally, the sociality of the entire class community serves this purpose. The contract materialises collective responsibility for communal self-regulation. The fact that the contract is framed as summing up the intersection between the interests of all involved should, however, not lead to the false assumption that the students here simply reproduce an externally imposed 'syntax' of power in schools which is ultimately foreign to them. It would be more accurate to say

that contractual pedagogy integrates a central social mechanism in which the behavioural contract becomes a field of learning for future target-performance agreements in professional contexts: at once a powerful procedure and an opportunity for participation in society.

Casting our gaze towards current conditions – that is, the heterogeneity of students, coupled with traditional authority's loss of legitimacy – contractualism cannot be said to represent a participatory democratic educational approach that might be cause for innovative and critical reflection. A current democratic education that aims towards important future issues, such as degrowth, sustainability, ethics of care and individual responsibility in solidarity will not progress if it is formulated via the reproduction of institutional power, or the internalisation of externally imposed regulations.

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#### ENDNOTES

<sup>1</sup> It goes without saying that human action also plays out principally within material and embodied arrangements; the following contribution consciously does not focus on these.

<sup>2</sup> The tendency to introduce ‘licenses’ in early child learning points towards the same phenomenon.

<sup>3</sup> All documents and all data were translated and anonymized by the authors.

<sup>4</sup> One could also say eliminated.

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