

Learning *from* Experience Trust

Learning While Earning

Work-Based Learning Case study of Learning contracts

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FOREWORD

Note that this document was written in 1989. Learning While Earning was one of the earliest development projects undertaken by the Learning from Experience Trust

There are three reasons why Gerald Dearden's account of Learning While Earning could be written.

The first is that the Credit Accumulation and Transfer Registry exists at the Council for National Academic Awards. This was one of the signal contributions Edwin Kerr made to the national development of higher education whilst Chief Officer of the Council. It is impossible to over-estimate the significance of his leadership in establishing CATS. By including the Assessment of Prior Experiential Learning for potential academic credit at both bachelor's and master's degree level, and providing a mechanism for portable academic credit to be available to individuals, two particular things happened simultaneously; higher education's services to individuals were extended (and I claim enhanced), and institutions were encouraged to develop their own schemes of credit accumulation and progression.

With CATS established, it was possible to dream dreams which produced the idea for Learning Contracts¹ for Employees. Without CATS there would have been no ready way of enabling full-time employees to benefit academically from a negotiated work-based learning programme, on-the-job prior experiential learning, and the results of companies' in-house education and training programmes, and get all three sources of learning recognised for credit towards a certificate, a diploma, a bachelor's or a master's degree. But without funding from the MSC, as it then was, there would have been no Learning Contracts project. So all credit to Derek Grover and his colleagues in Moorfoot who supported the idea enthusiastically and materially.

The third reason why this publication is possible is that the four employers who agreed to join in, Jaguar Cars Ltd, JBS Computer Services, the Training Agency (MSC) and Wimpy International Ltd, together with their four polytechnic partners, Coventry Polytechnic, Wolverhampton Polytechnic, Sheffield City Polytechnic and Oxford Polytechnic, worked so effectively under the meticulous management of Gerald Dearden to see the pilot project through. A project like this can only succeed with careful nurturing. He gave it. Experimental it was. Results in prospect were inevitably uncertain. Problems would necessarily arise. Somehow solutions had to be found. And that is the story that Gerald tells.

A story which is not told here is of a pilot Learning While Earning in further education. In the Trust we are convinced that such a development is not only possible, but could be of considerable importance because it would add a facility to a wider ranging version of re-training and upgrading.

The participants all agree that Learning While Earning can enlarge the repertoire of approaches to updating, retraining and personal development. For the Trust that is a strong recommendation from Jaguar Cars, JBS Computer Services, the Training Agency, Wimpy International Ltd, and the four polytechnics of Coventry, Oxford, Sheffield City and Wolverhampton, and is very pleasing of course. It has prompted us to offer this publication as a means of publicising this piece of developmental work for the benefit of more employers, their employees and institutions.

Norman Evans
Director
January 1989

¹ The term Learning Contract is used throughout this publication to be consistent with the original proposal. It describes an individually negotiated learning agreement between an employee, the employer and an academic, but has no legal implications.

INTRODUCTION

Learning Contracts for employees are essentially agreements between an employer and the employee, and an academic institution, about the content of a work-based learning programme for the employee which can be assessed as a contribution towards an appropriate qualification. In some respects Learning Contracts have new and exciting features about them. In other respects they are a modern version of an age-old system of education and training.

If we go back to the mediaeval craft guilds, for example, we find an early illustration of learning at work. Their systems for training apprentices, who could progress to become journeymen and eventually master craftsmen (often after producing their masterpiece), not only involved learning on-the-job, but also gaining recognition as qualified specialists in the trade or “mystery” concerned. Similarly, the early universities were really guilds of scholars who aimed to become Masters of the Arts, and it is no coincidence that the same Latin word “collegium” can be translated either “college” or “guild”.

These similarities between early craftsmen and scholars do not, however, conceal the differences of outlook between the traditional world of academe and the world of work. Until comparatively modern times the characteristic university scholar pursued the acquisition of knowledge for its own sake and was rarely concerned with the application of knowledge to the world of commerce and industry. It is not without significance that university degrees in the sciences did not appear in England until the second half of the nineteenth century. Even with the advent of the far wider twentieth century curriculum in English higher education, and with the closer links between universities and polytechnics, on the one hand, and the world of work on the other, there is still a long way to go before an effective partnership and a mutual understanding are established between them.

This issue was one of many which came under review when the Robbins Committee (1963) considered the pattern of higher education in Great Britain in the light of national needs and resources. Among the objectives it identified was the need to provide “instruction in skills necessary to play a part in the general division of labour”. The committee also enunciated the aim, which has since become known as the Robbins principle, that higher education should be available to all who are qualified to profit by it and who wish to do so. These recommendations implied the need not only to widen access to higher education, but also to make more degree courses available which emphasised the application of knowledge to the world of everyday life and work.

In the time since the Robbins report was published, and largely accepted by the government, some progress has been made in widening access and broadening curricula, but it is only in the last few years that several developments have emerged which have really enhanced the status of work-based learning and individually negotiated learning programmes. All these developments arise directly or indirectly from the establishment, with government blessing, of a scheme for academic credit accumulation and transfer in further and higher education.

Fundamental to this scheme are three basic and important principles:

- All learning that can be identified, described and assessed is valid, irrespective of where, how or why the learning occurred.
- Such learning deserves full academic recognition as an integral part of a programme leading to an appropriate qualification.
- Assessed learning can be transferred from one institution to another or from one programme to another related one if the learner’s wishes and circumstances warrant this.

All these developments and principles are illustrated by the scheme for Learning Contracts which, in these respects, represents a new, exciting and significant link between the world of formal education and the world of work. The story to be told will, it is hoped, interest employers, employees and academics alike.

ORIGINS

The proposal for a project to test Learning Contracts in an experimental way was developed by Norman Evans when he was conducting research as a Senior Fellow at the Policy Studies Institute (PSI) into various aspects of experiential learning and its assessment. His studies of relevant developments in the USA led him to consider that schemes for the assessment of different facets of work-based learning could usefully be introduced in Great Britain. In 1986 he began negotiations with the Training Agency (then the Manpower Services Commission and now the Learning and Skills Council) for the funding of a Learning Contracts project.

Around the same time the Council for National Academic Awards (now the Higher Education Funding Council for England) provided additional opportunities for students as individuals by:

- Enabling them to gain maximum possible credit for such qualifications as they already had.
- Introducing greater flexibility to higher education so as to allow students to put together programmes to meet their own particular needs in the light of established academic standards.

Following negotiations with the CNAA, a project was devised with the aim “to develop a particular approach to training, re-training and updating as a contribution to, and an extension of, practice of on-the-job training and professional development.” In this context three major objectives were identified and agreed:

- To examine the possibility of individuals acquiring credit in respect of learning gained in the workplace.
- To produce evidence that some learning can be assessed academically and accredited towards graduation through the Council for National Academic Awards (CNAA) Credit Accumulation and Transfer Scheme (CATS).
- To negotiate Learning Contracts for employees which will provide an additional strand to the staff development and training schemes of employers, while simultaneously offering a career development opportunity and incentive to the employee.

It was further agreed to recruit six non-graduate employees from each of four employing organisations with a view to using their current work experience as a basis for negotiating an individual Learning Contract for each of these twenty-four recruits. Every Learning Contract would need to involve:

- New learning on the part of the participant.
- Learning that is academically assessable.
- Learning that benefits the employer as well as the employee.

It would need to be presented and agreed in four sections:

- The learning intentions of the participant.
- The appropriate learning activities to be undertaken.
- The mode of presentation of evidence that learning has been achieved.
- The methods of assessment to be used.

The initial intention was to involve four major employers - a high technology company, a service/distribution/retail company, a building and construction company, and the Training Agency itself. This, however had to be modified in the light of experience.

RUNNING THE PROJECT

Briefing the participant institutions

The first task was to ensure that as far as possible the employing organisations and higher education institutions (HEIs) involved fully understood the nature of the project. Outlines of it were circulated (see Appendix 2) in advance of the meetings with representatives of the employers and designated coordinators from each of the HEIs. The director and/or manager of the project held meetings in Sheffield, Wolverhampton, Coventry and (for Oxford) London to explain the scheme and answer queries. More than one such meeting proved necessary in one or two cases. One vital need emerging from these introductory and explanatory sessions was to establish close links between managers (on the employers' side) and coordinators (on the academic institutions' side). This proved crucial not only to the successful negotiation of contracts, but to their supervision and eventual assessment. It was also important for discharging the very necessary mentor function, which fell largely to the four coordinators to fulfill.

The selection of participating employees

Once the employers and polytechnic staff had been briefed, arrangements were made to find volunteer participants among employees. In the three employing organisations the senior officer responsible for staff development and training selected and approached a small number of employees on the basis of personal knowledge and records of their likely suitability. In this way, the technical training manager at Jaguar soon identified six keen potential participants, four of whom indicated an interest in Learning Contracts at Masters' Degree level. In a fairly similar way the management development manager of Wimpy International Ltd initially selected eight interested employees, keen to work at undergraduate level. In the case of JBS Computer Services - a small firm with about 30 employees - it was possible to explain the project to all of them at once and then to select (in this case eight) from those who expressed an interest - some in undergraduate and some in post-graduate learning.

The Training Agency (now the Learning and Skills Council) was different. They first approached the appropriate union/s to ensure that support for the project was forthcoming. Then it was published to all clerical and administrative staff, as a result of which more than 80 employees attended one or other of the explanatory sessions held. Line-managers also participated in the sessions. This process, from which only six applications emerged, proved very protracted and had the effect of delaying the actual negotiation and starting of the Learning Contracts by several weeks, but it was perhaps the only way of ensuring that all employees knew what was on offer. As in the case of Wimpy participants were interested in study at undergraduate level, although a few who did not eventually participate did express interest in working at postgraduate level.

The range of participants deserves comment. Initially it was hoped that reasonably equal numbers of men and women would become involved in the project. In the event there were only two women and fifteen men by the end of the project. One reason for the imbalance was that all staff in Jaguar Cars or JBS Computer Services who were in the designated occupational category were male. This did not apply to the Training Agency, where only one applicant out of six was female, or to Wimpy International, where the figure was one female participant out of an eventual three.

The age range of the total group of participants (including those who withdrew) was from 19 to 46 but only one was over the age of 40 and twenty were aged between 25 and 35. The occupational range was quite wide, especially in the case of the Training Agency, where two employees were at the lowest administrative level (administrative assistant), one was an administrative officer, one an executive officer and two were at the higher executive officer level. Similarly, at Wimpy International Ltd the range was from duty manager, through restaurant manager, and operations executive to training manager.

One of the most significant factors arising from this range of occupational level was that some participants found it much more difficult than others to devote a reasonable amount of time each week to the Learning Contract activities. When the project was planned, it was thought that an average of ten hours of learning activities per week would be needed to complete a reasonably substantial Learning Contract over a period of about ten months. In fact many, if not most, of the participants found that the Learning Contracts were more demanding of time than was originally anticipated, and several found it impossible to complete the intended learning programme because of the pressure of other commitments, whether at work or elsewhere.

Finally, it must be stressed that although all participants were volunteers, some were much more highly motivated than others and several found “returning to learning” more difficult than perhaps they had expected. This mode of learning was new to the majority of the employees involved, and it is not surprising that some participated with less enthusiasm and self-discipline than others. It is noteworthy, however, that even those who withdrew from the scheme or failed to gain significant academic credit from it, said that they had grown in self-confidence, had enhanced their perceptions of the nature of their employment and had a clearer picture of their career aspirations as a result of their participation in the Learning Contracts project.

Stages in the negotiation of individual Learning Contracts

As already indicated, a Learning Contract is essentially the result of a tripartite negotiation involving employee, employer and an appropriate academic. The first step, however, was to hold briefing sessions with two of the parties - representatives of employing organisations and linked HEIs - to ensure that all aspects of the project were understood. Only then did these representatives, together with the project manager, meet with the selected employee participants as groups, i.e. four separate meetings in Sheffield, Coventry, Wolverhampton and London (for Oxford) - to clarify all facets of the scheme and to start the employees thinking about possible areas of work-based learning that would be new, of interest to them and to their employers, while at the same time being academically assessable.

After that the real tripartite negotiations began in the form of individual interviews for employees with the employer representative/s and the academic coordinator and/or his designated colleagues, to reach agreement on the four items constituting a Learning Contract (learning intentions: learning activities to be undertaken: mode of presentation of the learning for assessment: method of assessment). For some participants this was a fairly lengthy process and several interviews proved necessary before Learning Contracts emerged which were acceptable to all parties. On average each employee required about four or five hours of discussion and negotiation before the contract was ready for typing and signature. Summaries of all contracts were sent by the coordinators to the project manager for information and comment. Edited samples of these appear in Appendix 3. For a significant number of participants this was not the end of the story because unforeseen circumstances created the need to renegotiate contracts at a later stage.

Learning Contracts and the CNA

One crucial feature of the Learning Contracts was that they should be eligible, when successfully completed, for academic credit under the CAT scheme of CNA. This implied not only that the contracts should be academically assessable but that their level (whether 1, 2 or 3 undergraduate or M level for postgraduate) should be identified, and finally that a grade should be assigned to the learning achieved.

Until a programme had been agreed with the CNA it was not possible to judge accurately what credit towards it would accrue from prior learning and from the Learning Contract itself. Hence, some of the participants in the project found themselves in a “Catch 22” situation. They wanted to know what

credit they had already achieved, whether through formal qualifications, in-house courses or day-to-day work experience (or a combination of these). They also wanted to know what credit at what level would be achieved by successful completion of the Learning Contract; but they were not yet ready to negotiate the total learning programme against and within which their existing credit could be assessed. To fix the total programme before the Learning Contract was completed would tend to remove the flexibility of the contract, thereby depriving it of one of its important advantages. In the circumstances, the eventual advice given was that employees should delay full registration until their Learning Contracts were finished. They might then wish to register with a particular institution or consortium, rather than centrally with CNAA. Meanwhile, they would be given a rough estimate of the likely credit arising from their experiential learning and Learning Contract. In other words, they would know provisionally their total *general* academic credit and would have to wait until after registration to know their *specific* credit relating to an agreed full programme of study. This complicated issue was the subject of much discussion, and unfortunately of some confusion among all those involved in the Learning Contracts project. There is no reason why misunderstandings of this type should arise in future, now that the problem has been resolved through this first experimental project.

Supervision

Once the Learning Contracts had been negotiated, printed and signed, the coordinators were in a position to determine what type of supervision would be needed, and to approach suitably qualified and experienced colleagues who might be prepared to undertake the task.

The coordinator in Sheffield had the assistance of two colleagues - one the director of studies for the part-time degree in Business Studies, and the other the director of studies for the part-time degree in Public Administration. These three, with the help of academic specialists covering particular projects, formed a team of "contract tutors" who met regularly to compare notes on the conduct and supervision of the contracts, and to tackle issues and problems which arose during the ten-month period. These tutors adopted different styles of supervision, but in general all of them held regular meetings/tutorials with individual employees, on average at least once a month. These sessions normally lasted between one and two hours; in fact the time devoted to this type of tutorial advisory help proved to be in the region of two-and-a-half hours per month on average, over the ten-month period - more than twice what was allowed for in the original project specification. In principle the tutors preferred to meet the participants in their place of work. In practice, this was not always possible - especially with the more junior employees working in open office situations. For them, meetings often took place in the polytechnic. Another reason for employee visits to the polytechnic was to use the library - a facility which supervisors negotiated on the participants' behalf, for the purposes of this project.

The experience at Coventry with the six participants from Jaguar Cars was similar. In this case the coordinator arranged for three specialist supervisors to help him, covering areas from mathematics through engineering to industrial design. They all found that at least twice as many tutorials were needed as originally planned, and that as there was often difficulty in holding these during normal working hours frequent phone calls were necessary to establish effective contact. Problems arising were generally discussed between the coordinator and the technical training manager or senior training officer of Jaguar. Access to polytechnic library and reference facilities had to be negotiated as a supplement to facilities available at Jaguar.

In the Wolverhampton project supervisors were appointed during July 1987 (JBS Computer Services Ltd had a later start than Jaguar Cars and the Training Agency) and were asked to arrange an introductory meeting during August/September. Each supervisor was given a timetable allowance of 32 hours (annual "student contact" timetable 510 hours) and was expected to meet the employee participant at least once a month for a tutorial either at the workplace or by arrangement at the polytechnic. During these supervisory tutorials guidance was given on such issues as background

reading, subject matter and methodology of study. Further guidance on report writing was given towards the end of the contract period. Each supervisor was asked to report periodically to the coordinator on the progress of the employee, and a written report was requested by the coordinator in February 1988. The coordinator himself visited JBS Computer Services on several occasions and maintained informal contact with the participants in the scheme and with the manager of the firm. As all the participants at JBS needed access to the Wolverhampton Polytechnic Library, and some needed to use the polytechnic's computer facilities, the employees were enrolled as being on a "course" so that permission to use the facilities could be granted.

Where Wimpy International Ltd was concerned a different issue arose for the managers and supervisors of the scheme. Whereas in the case of the other three employing organisations the participants worked (almost always) in one location reasonably near to the polytechnic, the Wimpy employees came from all parts of the country and were usually at a very considerable distance from Oxford Polytechnic. This situation created difficulties for both supervisors and employees. In the first place, copies of Learning Contracts were sent to employees for signature as soon after the negotiation meetings as possible. A covering letter included the name, daytime telephone number and home number of a supervisor. Individuals were asked to make contact with their supervisor as soon as possible and to arrange a meeting for discussion and planning of Learning Contract work. Thus the onus was put upon the employee to establish contact with his or her supervisor in order to encourage the self-motivation which was considered essential to the success of the scheme. Unfortunately, it became necessary in the majority of cases for supervisors to make repeated phone calls in order to establish and then maintain contact. Visits were made by two of the five supervisors to employees at their place of work, and three employees visited Oxford Polytechnic. In the case of some of the Wimpy employees who withdrew, no dialogue with supervisors was established. The distance factor was undoubtedly an important cause of this problem of discontinuation.

All in all, the reports of coordinators showed that regular and effective contact with supervisors makes a significant contribution to the success of participants in Learning Contracts.

Renegotiations

Nearly half the participants needed to renegotiate their Learning Contracts in order to have more time, and occasionally a reduced programme. One of the main reasons for this was the comparatively short duration of the Learning Contract project. This created an artificial constraint which would not exist in normal circumstances. This was not, however, the only reason for 'slippage' in the learning schedule. Among the causes mentioned by coordinators are lack of motivation and self-discipline; personal and domestic problems; crises at work which deprived employees of the necessary time for learning activities; promotion or change of job and a feeling of isolation by participants, especially if they considered support from their supervisors and/or line managers to be inadequate.

Renegotiation involved a repetition of the original contract procedures and could only be successfully completed if all three parties (employer, employee and academic supervisor) agreed that renegotiation was justified and the proposed modifications were acceptable. It could happen in a small minority of cases that a second renegotiation is needed, and the Learning Contract scheme does allow for this in exceptional circumstances.

Assessment

It was an essential part of a Learning Contract to stipulate from the start the mode/s of assessment that would be used to determine what credit, at what level and at what grade would be awarded to the completed learning programme. Obviously the methods of assessment needed to be geared to the nature of the learning involved and to the type of presentation that the participant was required to make, as evidence that the learning had taken place.

In the case of the objective for all the employees was to present some form of “end product” which could be academically assessed. The coordinator wrote, “Even where an employee agreed to in-service training or to take external courses as part of his/her contract, then a report was required in which the employee identified what was learnt and how it related to his/her work and personal development. Thus it was envisaged that written reports, documents, etc, would form the basis of work to be assessed, but other means of assessment were envisaged, eg presentation and use of work within the employee’s organization”. To clarify the process the coordinator issued guidelines to all five employees (see Appendix 4). At the same time line managers and supervisors were asked to produce reports which would help assessors, internal and external, to reach a judgment about the award of academic credit.

For the Jaguar Cars employees there was generally a combination of academic assessment of written reports or other forms of coursework and oral examination either by viva voce or by asking for a verbal presentation to appropriate staff from the firm and the polytechnic. It should be noted that four Jaguar employees were working at Master’s level and that the Training Agency agreed to modify the project to incorporate postgraduate work. All participants at JBS Computer Services were asked to give a twenty minute talk on the progress of their contract to a group of about six people, including the Director of JBS, the coordinator and several tutors. This accounted for 10 per cent of the assessment and the remaining 90 per cent was based on evaluating written reports on the basis of the quality of:

- Introduction/description of the problem.
- Conclusions.
- Critical evaluation of the work.
- Literature review.
- Project management.
- Planning ability.

For the assessment of Wimpy International Ltd employees the following stages in this assessment were adopted:

1. Agreement of assessment criteria.
2. Discussion of work submitted, involving the supervisor, the coordinator and a second tutor not associated previously with the project. This would lead to a recommendation of the credit level and amount.
3. Delivery of the work with the recommendations to the approved external examiner.
4. Discussion of the work submitted, involving the coordinator, supervisors and external examiner to moderate the recommendations.
5. Discussion of work submitted with individual students, the company management development manager, the external examiner, the coordinator and the supervisor. After this a final recommendation about credits to be awarded was made.

Although there are naturally some differences in matters of detail between various assessment modes employed they all have in common the requirement that an initial internal assessment should be moderated by an external assessor.

GENERAL COMMENTARY ON THE PROJECT

Comments in the steering committee, in the coordinators' group, in review meetings and in the final reports on the four sections of the project provided a steady flow of information about all features of Learning Contracts. Not unexpectedly, there were a number of problems - some anticipated, others unforeseen - but the overwhelming reaction from participants was positive and favourable. Viewpoints of employers, employees and academics did not necessarily coincide on all issues and their perspectives are therefore presented separately before a synthesis is attempted to give an overall evaluation of the project.

The Employees

A number of the volunteers experienced initial difficulty in understanding the full implications of the work-based and flexible nature of the scheme. This was particularly the case with some of those who had considerable experience of formal further and higher education and were used to following prescribed syllabuses or choosing from a series of published options. The first reaction of participants at Jaguar, for example, was to ask to see the syllabuses and course outlines of Coventry Polytechnic. Some employees found the process of diagnosing their own needs, even with help from line managers and tutors, a somewhat daunting task for which suitable instruments are still being considered.

It was not easy to assess just how much new work-based learning could successfully be accomplished in the time available. The degree of commitment and self-discipline involved was more than some could manage and, as with formal undergraduate courses in polytechnics and universities, there was a significant percentage of "drop-outs". Of those who persevered nearly half found it necessary to renegotiate either the time-scale or the content of the learning or both. This, however, had been foreseen when the project was planned and the flexibility which allows for renegotiation is one of the key features and advantages of the scheme. Participants who found it necessary to modify their contracts were very grateful for the opportunity to do so and felt encouraged not to have forfeited all academic credit, which might have been the case if they had failed to meet the requirements of a formal course of study. It should also be noted that the withdrawal rate from Learning Contracts was lower than that experienced by many providers of formal part-time courses.

A difficulty for some employees was pursuing an individual path of study with only occasional contact with a tutor or a line manager, and with no colleagues covering similar work with whom to compare notes or discuss problems. Some of them complained of a sense of isolation which affected morale, and others said that they needed to know more regularly and explicitly from their supervisors how well they were doing.

This last issue raised the question of assessment. Employees were generally reluctant to wait until the end of their contract period before knowing whether they were going to achieve academic credit at the appropriate level. Most wanted at least some interim assessment of a fairly specific type either as a reassurance or, if necessary, as a warning.

The question of the award of credit raised a related matter for a high proportion of the participants. They wanted to know *before* they embarked on a Learning Contract just where they stood in relation to their prior learning. For some of them that learning took three forms - first, formal qualifications, secondly in-house courses provided by the employing organisation and, thirdly, day-to-day experiential learning either at work or in other contexts.

The formal assessment of prior learning was still in an embryonic state when the project was launched. This raised several difficulties. The design of the project did not give much weight to the Assessment of Prior Experiential Learning. The project was underway before CATS had completed formulating

the regulations under which APEL could be considered academically. Nevertheless for the first category, formal qualifications, equivalences were established fairly quickly through CATS, so credit ratings for them could be incorporated provisionally in Learning Contracts. The project on the Validation of In-House Courses running in parallel was completed by the Trust in time for results to be incorporated before the end of the Learning Contract period.

On-the-job learning was different. Techniques for assessing it were available, having been developed in earlier projects by the Trust. But it was an additional requirement laid upon coordinating tutors who had not expected to fulfill that role so extensively. The basic difficulty was of sequence and timing. Ideally, an employee preparing for a Learning Contract should know how much credit he/she had amassed from each of those three sources before embarking on the negotiation of additional learning. This could not be done fully in this first trial of the Learning Contract process.

The solution was to give employees a tentative provisional estimate of the likely credit towards a qualification that they had already achieved together with firm warnings that a provisional estimate meant just what it said. This did not resolve the basic difficulty of negotiating additional learning without knowing fully and reliably what credit had already been acquired, and thus being unable to establish the relationship between the future learning to be undertaken through the Learning Contract and that which had already been mastered. In future, as data bases and “case law” build up, the process and procedure should become much simpler and speedier. However, it must always be borne in mind that the amount of *specific* academic credit towards a degree depends upon the nature and content of the finally negotiated programme. Only learning relevant to the programme can be counted, and it could therefore be misleading to pre-judge credit levels prematurely, ie to equate mistakenly general credit with specific credit.

As already mentioned, the majority of participants found that their contracts were more demanding of time each week than they had originally anticipated. Even when an allowance of time off in working hours was made, many employees still found difficulty in keeping to their notional schedule. This was particularly the case when a crisis at work led to the need for overtime (this happened at JBS Computer Services) or where a change of job put extra demands on the employee (there were examples of this at Wimpy International Ltd). An important mitigating factor, germane to the whole scheme, was the ability to renegotiate both the content and time-scale of contracts so that they could be student-paced and more flexible than more formal courses of study. However, it is very important for student motivation and success that a realistic calculation of available study time should be made and the content and pace of the learning activities planned accordingly.

Finally, it is worth repeating that even participants who did not successfully complete their contracts and in some cases withdrew at an early stage, still felt they had benefited from the experience. Self-analysis and job-analysis led to clearer perceptions of employers’ expectations and employees’ responsibilities. These processes also clarified career aspirations and prospects.

For those who did complete successfully, the experience was generally both valued and enjoyed. Several participants expressed the wish to build on their achievement either by negotiating a further contract, or by proceeding to appropriate formal study towards a desired qualification.

The Employers

The majority of the line managers found little difficulty in assessing the relevance of proposed learning programmes to the interests and needs of their organisation. In the case of Wimpy International several of the contracts were based on projects in existing company programmes. In this instance, and in some others, the presentation and depth of the work undertaken had to be varied to make it academically acceptable at undergraduate level, but this did not appear to create problems

from the employers' points of view.

What was more problematic was the nature of the supervision and assessment that managers felt prepared to undertake. Some of them were perhaps understandably reluctant to attempt academic assessment or precise grading, and generally preferred to offer informal advice and evaluation of the work being done and learning being achieved from the viewpoint of an employer's interests and an employee's career development. Where line managers fulfilled this role effectively, and took an interest in the work and progress of the employee/s concerned, the latter felt encouraged and motivated to achieve the objectives of their contracts. However, lack of interest or involvement from line managers had very much the opposite effect. There is no doubt that one of the reasons for some withdrawals from the project was lack of interest and support from line-managers. Perhaps more time and effort should have been devoted in the early stages of negotiation to ensuring that managers were fully briefed and supportive. In instances where this was not the case, employing organisations could possibly have been asked to make alternative arrangements for the in-house supervision of the employee/s concerned. In all events, the project highlighted the need for line-managers to develop their own skills in counselling employees. Where this is effectively achieved, motivation is noticeably higher and withdrawal rates are much lower.

Another important influence on success (or lack of it) was the amount of time off in working hours that employers were willing to allow to employees during the period of the Learning Contracts. For one or two participants the Training Agency allowed the equivalent of half a day a week; on the other hand one Training Agency employee did the work entirely in his own time. JBS Computer Services allowed four hours a week on the understanding that employees would devote a further four hours of their own time. Jaguar follows a staff development policy which does not normally allow time-off in working hours but does give access to extensive training facilities during evenings and weekends. An exception to the rule was made for supervisory tutorials which were accommodated in working hours. A similar situation arose in Wimpy International Ltd where employees were expected to make progress with their contracts during slack periods of working days. This plainly proved insufficient and/or impractical for several Wimpy participants, especially those who were restaurant managers, assistant managers and duty managers.

Although the four employing organisations were interested and enthusiastic enough to become involved in this experimental scheme, and to make significant provision for it to have a chance of success, it has to be admitted that some reservations about it were expressed and not the least of these was the likely cost of Learning Contracts in the future when the necessary finance is not supplied by the Training Agency. A related reservation concerns the feasibility of arranging the supervision on an individual basis of a greater number of employees, each of whom is following a Learning Contract different from other colleagues. Employers naturally ask whether group contracts, where a number of participants follow the same negotiated learning programme, would be more cost-effective and educationally feasible.

On the positive side, two employers felt that there had been a noticeable increase in the self-confidence and work-performance of employees who were making satisfactory progress with their learning programmes. One employer added that the experiment had produced surprising and significant results from his point of view. Participants who looked strongest on paper were not the ones, by and large, who had made a success of their Learning Contracts. Those who had been regarded even as doubtful starters had performed best. This would be likely to have important repercussions when promotion opportunities arose in the firm, and also for future recruitment.

Another employer offered the following comment at the end of the project:

“The advantages of Learning Contracts are that they are more flexible, relevant to work, geared to

individual needs and are generally more attractive to employers than formal part-time courses". He added that seminars for line-managers would be helpful to outline what was expected of them and to provide basic advice on coaching. In this context it will be important to see how effectively employers can use the Learning Contract method as a means of achieving their own upgrading and development objectives. It was not possible to examine this within this project.

The Academic Coordinators and Supervisors

The initial task for the academics was at least fourfold - first, to ensure that they themselves, the employers and the employee participants were properly familiar with the scheme; secondly to judge the suitability of the proposed learning programmes; thirdly to assess the likely level (1, 2, 3 or M) of the learning; and fourthly to estimate the likely number and level of credit points that the employee might be awarded on successful completion of the contract. To accomplish this the coordinators took into account the disciplinary areas to be covered, and co-opted appropriate colleagues to help with the supervision and internal assessment of the Learning Contracts (see Appendix 1). Once the contracts had been formally agreed, and the employees had begun work on them, the major task of the coordinators was to oversee progress and give advice. In parallel with this, provisional arrangements had to be made in a number of cases for the Assessment of Prior Learning (APL) and this often involved considerable extra advisory work to help the employee to present his/her learning claim

In very few cases did the provision for one supervisory tutorial per month for each employee seem adequate; in fact, in most cases, at least twice that number of tutorials proved necessary.

As the ten-month period proceeded it became obvious to supervisors that several participants would not achieve their learning intentions and would withdraw from the project. Nevertheless most supervisors agreed that their students, in spite of withdrawing, had benefited from the process of self-appraisal and from the systematic approach to analysing their career needs and prospects. So even for them, the Learning Contract project proved valuable, while for their supervisors a clearer picture emerged of the nature and extent of their role.

A significant number of employees approached their academic supervising tutors and/or line managers to request a renegotiation of the contract, generally in order to lengthen the time-scale, but sometimes to reduce the content as well. This involved yet more time and work for tutors and it was clearly necessary to establish that the employee had sound reasons for modifying the contract before engaging in further tripartite negotiations with him/her. Frivolous or frequent applications to renegotiate could plainly undermine the credibility and viability of the Learning Contract mode of education and training.

The final task for the coordinator, other than producing a report for the project manager, was to arrange for the internal and external assessments of the completed contracts, according to the agreements and by the methods originally negotiated. This, too, sometimes proved a lengthy process, especially where more than one assessor, internal and/or external, was required.

Perhaps the main concern of the academics, as indicated above, was the amount of time needed to supervise even one employee. Attempts have been made to assess how much tutorial time on average was involved for each participant and what the total cost would be. Coordinators have pointed out that although the hours of supervision are very few when compared with tuition hours on a part-time course, many additional "academic" hours are required to cover the following:

- Detailed explanation of all facets of the scheme.
- Help from mentors in negotiating the contracts.
- Assessment of prior learning for academic credit where this is applicable and relevant.
- Initial and provisional estimate of the amount and level of academic credit likely to accrue

from a successfully completed contract.

- Assessment (internal and external) of the completed contracts and recommended award of credit.

In general the academics welcomed the opportunity to be involved in this innovative scheme, and felt that Learning Contracts showed the potential to become a valuable mode of employee development which would strengthen links between the world of work and the world of formal education.

EVALUATION OF THE PROJECT

This project has shown that Learning Contracts can be an effective means of meeting the needs of employers for the professional and occupational development of their employees. At the same time, the contracts can be of value to the employees for their own purposes, whether academic or occupational advancement or simply personal job satisfaction. It can be claimed, therefore, with confidence, that Learning Contracts stand as an additional mode, to the existing repertoire of systems for delivering upgrading and employee development programmes.

This project has also demonstrated that Learning Contracts offer a particularly telling form of collaboration between the world of work and that of formal education institutions. This is especially significant in the light of proposals incorporated in the White Paper "Employment for the 1990s."

The positive reactions to the project can be summarised as follows:

- a) Employers and line-managers have welcomed a mode of learning which
 - Increases the confidence of employees.
 - Enhances understanding and performance of the employee's role.
 - Does not require as much time-off in working hours as many part-time courses.
 - Can be tailored to the perceived needs of the employing organisation and not only the aspirations of the employee.
- b) Academics generally welcome Learning Contracts because they
 - Are truly student-centred and student-paced.
 - Create stronger links between educational institutions and the world of work.
 - Lend to collaborative and broadly conceived modes of assessment.
 - Enable the tutor to test the relevance of what he/she is teaching on other courses and to ensure that it is up-to-date.
 - Create a new way of recruiting mature students at a time when numbers of younger students are likely to decline.
 - Form an excellent basis for continued professional development for a very wide range of employees in both the public and private sectors..
- c) Employees have appreciated the opportunity to undertake a learning programme which is
 - Directly relevant to their work situation.
 - Able to enhance their career prospects.
 - Partly carried through in work time.
 - Individually negotiated for content and pace.
 - Culminates in suitable presentations for assessment.
 - Able to generate credit toward a graduate or postgraduate qualification.
 - Part of a Credit Accumulation and Transfer Scheme which enables subsequent relevant learning programmes to be added.

There are nevertheless some anxieties to allay. Employers are worried about the cost (so are employees!). Academics are worried about the time required per student in comparison to that involved with conventional students. Employees are often anxious about the isolation of independent learning, and some might possibly benefit more from conventional modes of learning in seminars and lecture rooms.

One means of removing, or at least reducing, these anxieties would be to consider group Learning Contracts in which a number of employees collaborate in an agreed programme which is seen by an

employer as valuable. Academics in several disciplines already have experience in assessing group projects so that the award of credit to individuals in the group can be made.

A most important aspect of the value of Learning Contracts which emerged as the project progressed was their relationship to the existing in-house provision and staff development policy of the employing organisation.

Where an employer, as in the case of the Training Agency itself, enables employees to negotiate individual staff development programmes which can be periodically reviewed in the light of changing circumstances or career aspirations, Learning Contracts can become an integral part of those programmes.

Similarly, when an employing organisation has had its in-house provision validated for academic credit, those employees who have followed in-service courses and have been assessed can claim additional credit for them. This makes it important for employees to negotiate Learning Contracts after taking carefully into account what they have already achieved. If they are seeking a formal qualification and have, for example, already achieved the full 120 credits needed at level one, it is plainly not in their interests to negotiate a Learning Contract which is also at level one. In other words, the Learning Contract must not be seen as an isolated assignment of learning. It needs to be seen as part of a wider programme that will lead to a qualification, but is nevertheless renegotiable in the light of changing circumstances. As the project progressed it became clear that some employees could claim credit from four sources.

- Formal qualifications, eg an HND.
- In-company courses (if validated).
- Other work-based and experiential learning.
- Learning Contract/s.

In fact, five of the seventeen employees who completed contract work for assessment do intend to claim academic credit under all four headings.

WHAT DID EMPLOYEE PARTICIPANTS ACHIEVE?

Without going into details about any of the individual achievements resulting from this experimental project, it seems worthwhile to make some generalisations which may provide guidelines for the future and also avoid disappointment in cases where circumstances do not favour the Learning Contract mode of work-based education and training.

First, it should be noted that employees became discouraged or even disillusioned when support from the line-manager or employer did not appear to be forthcoming. Secondly, employees welcomed regular advice from supervisors about their progress (or lack of it) and the extent to which they were achieving the learning objectives set out in the original contract. Thirdly, some employees found it difficult to make progress without the benefit of some time off in working hours to devote to their learning activities. In this context, much depended on the normal weekly workload, and some participants made significant progress with minimal release from their employment duties.

Given that this was a very new experiment for all concerned, it is gratifying that seventeen volunteer employees presented work for assessment, and that the majority of them wanted to proceed either with an end-on Learning Contract or by more formal part-time study to achieve an academic qualification. It is no exaggeration to say that a few employees who saw themselves in 1987 as non-starters in higher education were by 1988, thanks to their Learning Contracts, on the way towards a diploma or a degree.

The results of participating employees are summarised in Appendices 5A and 5B.

In concluding this account of the project it seems appropriate to mention evaluative review meetings which were held wherever possible, with employers, employees and academic supervisors all in attendance, to exchange frank comments and criticisms about the whole experience. From comments in steering committee, from the reactions of the various parties involved and from written reports submitted by the four coordinators, a number of encouraging conclusions emerge and these may be summarised as follows:

For Employing Organisations

- a) Learning Contracts provide an effective means of work-based education at a time when continuing professional development is an important objective. They therefore have demonstrable value for both employers and employees, in the context of retraining, upgrading and updating, which are of vital importance in current circumstances, given both the pace of technological change and the declining numbers of young people entering the jobs market.
- b) They provide a new and productive link between employing organisations and higher education institutions.
- c) They link well with the in-company provision that many employers offer, and, where this provision has been validated for credit, Learning Contracts provide a natural extension of that credit.
- d) They help to enhance the confidence and performance of employees whose perception of their role at work is clarified through the process of analysis and negotiation which precedes the contract, and through the subsequent learning programme.
- e) They lead employers, academics and employees to think of learning in its widest context, thereby encouraging participants to identify relevant prior experiential learning as a source of academic

credit, and as a foundation on which the Learning Contract can be built.

- f) They fit particularly well into the education and training structures of organisations which encourage employees to negotiate individual development programmes.

For Academic Institutions

- a) They facilitate learning that is properly student-centred and student-paced.
- b) For some participants they form a more attractive and possibly a more cost-effective mode of learning than attendance at formal part-time courses.
- c) They are equally applicable to undergraduate and postgraduate levels of study and could well be developed at FE level also.
- d) They fit very well into the growing pattern of more flexible provision in further and higher education which facilitates the growth of a national Credit Accumulation and Transfer Scheme.
- e) They provide a potentially large source of additional mature students at a time when numbers of conventionally aged students are likely to decline.
- f) Whether negotiated for individuals, or for groups within an employing organisation, they give an opportunity to identify and negotiate learning programmes which are seen to be of high priority and direct relevance to the organisation concerned.

GUIDELINES FOR IMPLEMENTATION

Employers

How should Learning Contracts for Employees be organised in future?

As it is clear from the outcomes of the Learning Contracts project that there is considerable potential in this mode of work-based learning, it seems appropriate to offer some suggested guidelines to employers and academic institutions who could be interested in developing their own scheme.

It needs first to be emphasised that the scheme only makes sense within a framework of credit accumulation and transfer which enables Learning Contracts to become integral parts of a larger programme of study leading to an academic qualification. It makes even greater sense for those employing organisations which have had their in-house provision validated for academic credit that can be added to that accruing from Learning Contracts. However, such validation is desirable rather than essential for the scheme. Another helpful feature of some employing organisations is the encouragement of individual development programmes for employees at all levels. These enable Learning Contracts to be negotiated as logical parts of such programmes, and to be viewed in the perspective of the career aspirations of the employees concerned.

Given these preliminaries, what should an employer do in order to make Learning Contracts available to his/her employees?

In some cases, the first appropriate step would be to discuss the scheme with trade union representatives. Alternatively, communication might be to all employees who would be likely to be interested in this mode of improving academic qualifications relevant to job performance. In both cases, the initial information should be on the lines of Appendix 2 Sections 1 and 2.

If the response is favourable, the second step is to make contact with an appropriate academic institution. When an appropriate institution has been identified there should be direct contact between a designated coordinator from that institution and the officer of the employing organisation, who is responsible for staff development and training. When they meet the basis of negotiation should follow the lines of Appendix 2 to ensure that there is mutual understanding of the scheme. Only then should the approach to employees be made by whatever means the employer deems most appropriate. The representatives of both employer and academic institution should be present not only when employees are briefed as a group, but also in subsequent negotiations with each individual volunteer employee who wishes to participate in the scheme. Any employees who have relevant prior learning which might contribute towards a qualification should indicate this by filling in a CAT registration form, submitting it to the coordinator and then providing whatever additional evidence is requested. A provisional assessment of prior learning can then be made as a guide to the likely credit already achieved, and to which the Learning Contract can be seen as a logical addition.

The employer representative then needs to ensure that whatever Learning Contract is negotiated, the outcome will be of perceived value to the employing organisation as well as being of interest to the employee. A time schedule for each contract and arrangements for supervision need also to be agreed and what allowance of time-off (if any) for the employee is to be made. Each participating employee should have a written statement of the contract describing the four key elements (learning intentions: learning activities: mode of presentation of learning: mode of assessment) and this should be signed by the three parties to the agreement (employer, employee and academic coordinator). Contact between these three at regular intervals during the period of the contract is essential for effective monitoring of progress and for renegotiation of the contract if that is considered necessary in the light of experience. Finally, the employer, as well as the academic institution, should be involved in the assessment of the

project, perhaps on the lines suggested below where the headings are given under which Training Agency line-managers were asked to report on Learning Contract participants at the end of the experimental project. They were:

1. The *accuracy* of the data/material presented for assessment.
2. The *utility* of the contracted activities to the work environment and especially to the work of the participant.
3. The *authenticity* of the work presented for the assessment, eg Was some of it simply derived from second-hand sources?
4. The *time* spent on the contracted activities as a proportion of the employee's normal "job".
5. The *attitude* and *commitment* of the participant to the Learning Contract.
6. Any *unexpected problems* encountered, which may have affected the learning.

Summary for Employers

In summary, then, the sequence of steps to be taken by an employer who wishes to become involved in a Learning Contract scheme is to

1. Publicise the scheme to employees, possibly through unions.
2. Contact CAT Registry and/or LET for advice on which academic institution/s to approach.
3. Make direct contact with the chosen education institution/s and ask for the name of a designated coordinator with whom to negotiate.
4. Arrange for the employer representative responsible for staff development to meet the coordinator to ensure that there is mutual understanding of the scheme (on the lines of Appendix 2).
5. Agree a method of selection of employee participants and ensure that they also understand the scheme.
6. Assist any employee who wishes to make a claim for credit from prior learning to fill in the CAT Registry's application form and to supply any further information required by the coordinator to make a *provisional* assessment of *general* credit. Inform the employee of the outcome.
7. Coordinator and employer representative jointly negotiate with each employee separately to agree a Learning Contract which is produced in written form under the four headings (learning intentions: learning activities: modes of presentation of learning: modes of assessment) and signed by the three parties concerned.
8. Agree a time schedule for each contract and how much time-off in working hours (if any) is to be allowed.
9. Arrange a pattern of supervision (involving both employer and academic) for each employee, and agree a periodic review and assessment procedure to provide each employee with occasional progress reports.
10. If necessary, arrange renegotiation/modification of the Learning Contract content and/or schedule in the light of unforeseen circumstances.
11. At the end of the project ask the employee to submit work for assessment and liaise with the coordinator in agreeing the credit points, level and grade to be awarded (for details see CATS Regulations).
12. Inform the employee of the result and, where appropriate, offer negotiation of a further contract or alternative programme leading towards a desired academic qualification.

Academic Institutions

For a university or a polytechnic wishing to become involved with Learning Contracts it is desirable, but not essential, for the institution to have its own validated Credit Accumulation and Transfer Scheme. If it does not, then the assessment of prior learning of employees, and of the credit awards likely to result from the Learning Contracts themselves, requires the endorsement of the Credit

Accumulation and Transfer Registry's Committee. If the institution does have its own CAT Scheme then it is able to conduct and conclude all the negotiations and assessments through its own validated procedures.

For any institution embarking on Learning Contracts an approach needs to be made to one or more employing organisations likely to be interested. Again it is preferable, but not essential, that the employer should be local and already have validated in-house provision to which Learning Contracts can provide a valuable extension. Whether or not these conditions apply, a representative from the institution of higher education (the coordinator) will need to make contact with the employer to discuss and explain the scheme (again on the lines of Appendix 2).

If a pilot project is agreed, then the disciplinary areas likely to be covered need to be identified as soon as possible, eg engineering, computer studies, management, public administration, social sciences, etc, so that an appropriate team of specialists from the college can be recruited to assist in assessment and negotiation. The coordinator will need to oversee and organise the activities of these specialists and to be present at the negotiation of the contracts once the employee participants have been identified by the employer.

This team of academics, with the help of others where necessary, then become responsible for the employees' learning programmes and their eventual assessment. Finally, the academic institution needs to appoint external assessors (acceptable to CNAA in the case of public sector institutions) to conduct the final moderation of the assessments and credit awards.

Summary for Academic Institutions

The sequence of steps for an institution of higher education taking the initiative to set up a Learning Contracts Scheme can therefore be summarised as follows:

1. Establish contact with one or more suitable employing organisations likely to be interested.
2. Appoint a coordinator to follow up this contact where an employer responds with interest.
3. Conduct discussions and briefing sessions between the coordinator and a designated representative of the employing organisation to ensure that the scheme is understood.
4. If the employer agrees to the project, establish a schedule of procedures to include publicity for the scheme, selection of participants, negotiation of Learning Contracts, starting dates for the programmes, liaison over supervision and assessment, etc.
5. While the employer is recruiting volunteers, publicising the scheme to employees and select a team of tutors covering the likely disciplinary areas to feature in the learning programmes.
6. Invite all employees who wish to make a claim for the assessment of prior learning to fill in CATS application forms and then to supply whatever supplementary evidence proves necessary for a *provisional* assessment of *general credit* to be made.
7. Involve appropriate specialist tutors to make the provisional assessment of credit in liaison with the coordinator.
8. Inform relevant employees of the likely credit (amount and level) from prior learning so that this can be taken into account when the Learning Contracts are negotiated.
9. Brief the team of tutors and involve them in the tripartite negotiations (employer, employee, academic institution) for the settling of each individual Learning Contract.
10. Make appropriate arrangements with employer, employees and supervising tutors for the supervision of employee participants and for periodic and final assessments of their progress and achievements.
11. Ensure that effective liaison between the Coordinator and the employer's representative can be established and maintained throughout the period of the Learning Contracts.
12. Involve the employer in the assessment process as far as this is feasible in the light of the nature of the learning programmes and the modes of assessment initially agreed.

VALIDATION OF IN-HOUSE PROVISION

Experience has already shown that Learning Contracts make a valuable extension of in-house courses and other forms of existing education and training provision within an employing organisation. If the latter applies to have its in-house provision validated for academic credit then this can be added to Learning Contract credit in the case of employees who have covered both and had the resultant learning assessed. Furthermore, the content of a Learning Contract can quite logically arise from the broadening or deepening of learning achieved through in-house courses, or indeed through day-to-day work experience. In this way a Learning Contract becomes an integral component of a wider programme which can not only lead to an academic qualification but is individual to the employee concerned, in line with his/her interests and career needs, and at the same time of acknowledged value to the employer. These principles apply at undergraduate and postgraduate levels of learning, as was demonstrated by the project itself, and there is no reason why the same processes should not be applied at further education level.

LEARNING CONTRACTS AND FURTHER EDUCATION

Although the Learning Contracts project was restricted initially to undergraduate learning and was then, by further negotiation with the Training Agency, extended to postgraduate programmes, there is no reason why it should not apply to learning at further education levels. Those areas of education and training which are covered by NCVQ are well-suited to work-based learning and therefore to Learning Contracts, but their applicability is not limited to such areas or to the gaining of credit toward NVQs.

There are wider areas of learning in further education to which Learning Contracts could be equally applicable, and once the procedures of credit accumulation and transfer, as well as assessment of prior learning, are firmly established in the further education sector, there will be strong reason to adopt Learning Contracts as a significant work-based mode of gaining credit toward FE qualifications. They could, for example, be adopted for suitably motivated YTS trainees as a further means of enhancing job prospects. They could be equally attractive to more mature employees who already have some qualifications or claims to credit at FE level, and wish to enhance these - perhaps as a means of obtaining HE qualifications at a later stage.

THE COST

It is, of course, the case that whatever the level of Learning Contracts (further or higher education) employers and academic institutions as well as employees will want to know the cost. Are they much more expensive than traditional part-time provision of formal courses in FE and HE? As things stood in 1988 they might *appear* more expensive, but it has to be borne in mind that part-time provision which has hitherto been heavily subsidised may have to pay its own way after April 1989, when polytechnics become corporate bodies responsible for balancing their own budgets. It needs also to be considered that formal part-time courses have often entailed more day release than would be required by Learning Contracts, and this represents an obvious cost to the employer which is not taken into account if we simply look at fees for part-time courses as our basis of comparison.

Because of the wide variation in types of contracts and conditions under which they are fulfilled, it is perhaps most appropriate that each should be regarded as a consultancy and the cost negotiated accordingly. Some guidance can be offered, but it must be appreciated that accurate costing of an individual Learning Contract is difficult, if not impossible, when the whole process is new and experimental. Inevitably, most of the procedures described involved far more time than they would do if they were well established and familiar. Furthermore, direct comparison of the costs with fees for traditional part-time courses is inappropriate for three reasons. First, there is a wide variation from one academic institution to another in the amount of subsidy given to part-time courses, and therefore fees vary from one place to another. Secondly, there is always uncertainty about the way the funding council will fund part-time study. Thirdly, Learning Contracts are much more like consultancies or in-plant provision than part-time courses, and the former have always been the subject of particular negotiations between the provider and the recipient to agree costs. Learning Contracts may well fall most appropriately into the “in-plant course” category in future.

On the basis of this project the average academic staff time required for each participant to cover a learning programme lasting a year would be

| | |
|---|----------|
| Time for discussion and negotiation of contract | 5 hours |
| 2 supervisory tutorials per month for 10 months | 20 hours |
| Assessments by internal assessor | 3 hours |
| Assessment by external assessor | 2 hours |

The great advantage to the employer is the direct relevance of the learning programme to the organisation's interests, the minimum disruption of the employee's day-to-day work because only modest amounts of release time are involved and the fact that the pace and content of the learning programme can be renegotiated without loss of credit, to accommodate changing circumstances.

For some employers an added attraction and perhaps a more cost-effective scheme would be to develop Learning Contracts involving a group of employees with similar learning intentions, so that they could be supervised as a group, thereby reducing tuition fees, the most considerable element of the costs.

CONCLUSION

It is clear from the response to the experimental project that Learning Contracts represent a welcome development in spite of reservations about costs and the time needed for negotiation and supervision. In the meetings held at the end of the project most of the contributors spoke positively in favour of this mode of learning. There can be no doubt that it gives an excellent opportunity for effective collaboration between the world of formal education and the world of work. It provides learning programmes which can be genuinely student-centred and student-paced. At a time when demands for a skilled highly motivated work-force are greater than perhaps they have ever been, this means of “learning while earning” can, at least for some employers and employees, provide one important method of seeking to solve the problem.

APPENDICES

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| <u>Appendix 1</u> | <u>Outline of Scheme</u> |
| <u>Appendix 2</u> | <u>Samples in summary of four Learning Contracts</u> |
| <u>Appendix 3</u> | <u>Guidelines on Assessment</u> |
| <u>Appendix 4A</u> | <u>Summary of Learning Contracts Position October 1988</u> |
| <u>Appendix 4B</u> | <u>Summary of outcomes</u> |

APPENDIX 1 LEARNING CONTRACTS PROJECT

1. Introduction

This project aims to provide an academic service at undergraduate level to individuals in employment.

It offers the opportunity to employees to use their current work experience as a basis for negotiating an individual agreement to gain learning at, and through work, which can then be evaluated for credit on academic courses.

The project falls within the provision offered by the Credit Accumulation and Transfer Scheme of the Council for National Academic Awards. (See the two CATS pamphlets.)

2. The Learning Contract

2.1. Content

A learning contract has four sections:

- Learning intentions.
- Learning activities to be undertaken.
- Ways in which new learning is to be presented for assessment.
- Methods of assessment.

The content of a learning contract is determined by the employee in conjunction with his/her employer and an academic tutor.

It is based on the current occupation of the individual employee and his/her relevant day-to-day experience.

While current job tasks are the base from which the learning contract is developed, the proportion which they form of the total content of the contract will vary according to the objectives and circumstances of each individual.

2.2 Prior (Experiential) Learning

It is possible that prior learning may be included in a learning contract, provided that this is of a quality capable of being assessed at undergraduate level.

Prior learning may include:

- Formal academic learning (which has been certificated).
- In-house courses.
- Uncertificated learning gained from experience.

2.3 Structure

Each learning contract will be an individualised learning programme. Contracts will therefore be variable in content, structure and length.

All contracts will fit into the overall structure of requirements for a certificate, a diploma or a degree.

Following admission to an appropriate programme of study; to qualify for the award of the certificate the student must:

- Successfully complete or be credited with course units at level 1 totalling at least 120 credit points; and
- Achieve an average of at least 5 grade points.

Following admission to an appropriate programme of study; to qualify for the award of the Diploma of Higher Education the student must:

- Successfully complete or be credited with course units at level 1 totalling at least 120 credit points; and
- Successfully complete or be credited with course units at level 2 totalling at least 120 credit points; and
- Achieve an average of at least 5 grade points on course units taken at level 2.

Following admission to an appropriate programme of study; to qualify for the award of the degree the student must:

- Successfully complete or be credited with course units at level 1 totalling at least 120 credit points; and
- Successfully complete or be credited with course units at level 2 totalling at least 120 credit points; and
- Successfully complete or be credited with further course units at level 2 or 3 totalling at least 120 credit points, provided at least 60 level 3 credit points are included; and
- Achieve an average of at least 5 grade points on course units taken at levels 2 and 3.
- A commendation may be awarded for an exceptional performance in the level 3 course units taken.

Following admission to an appropriate programme of study; to qualify for the award of the Honors Degree the student must:

- Successfully complete or be credited with course units at level 1 totalling at least 120 credit points; and
- Successfully complete or be credited with course units at level 2 totalling at least 120 credits points; and
- Successfully complete or be credited with course units at level 3 totalling at least 120 credit points; and
- Achieve an average of at least 5 grade points on course units taken at levels 2 and 3.

At the minimum, a contract may relate to one week's work (equivalent to 30 hours or 4 units, in terms of the Credit Accumulation and Transfer Scheme).

At the maximum, a contract may be for a year's work (equivalent to 4 units x 30 weeks or 120 units).

Most contracts to be negotiated will fall anywhere between these two poles.

All contracts which result in units judged to be at degree level, can thus contribute to a full degree or full honours degree.

2.4 Advice

Advice will be given by an academic tutor to each individual on formulating a learning contract in the context of his/her objective.

Tutorial assistance will also be available during the period of the contract and at the completion of the contracted work before it is submitted for assessment.

2.5 Assessment

When the contracted work has been completed it will be formally assessed. Once assessed, the points awarded can then be used towards graduation under the CNAA Credit Accumulation and Transfer Scheme.

3. Workload

3.1. Line Managers/Supervisors

In relation to each employee participant, it is estimated that his/her line manager/supervisor will spend not less than 3 hours and not more than 6 hours in negotiation of the learning contract.

This commitment will be given in the employer's time.

3.2. Employee Participants

It is anticipated that each employee will need to spend not less than 3 hours and not more than 6 hours in negotiation of the learning contract.

This commitment will be given in the employer's time.

In addition, it is expected that, during the 12-month period allocated for completion of the contracted work, further time will need to be devoted to tutorials with academic tutors.

The amount of tutorial time needed will vary with each individual, but it is estimated that the maximum will be 10 hours. This commitment will normally be given in the employer's time.

A further commitment to independent study will be needed from each employee. This will vary according to the nature and scope of his/her learning contract.

4. Procedures

4.1. Line Managers/Supervisors

Line managers/supervisors will be briefed on items 1 - 3 above as soon as their agreement has been obtained to the involvement of a member of their staff in the project.

4.2. Employee Participants

When selection of the volunteer participants has taken place, they will be briefed on items 1 - 3 above.

4.3. Timescale

Training Agency and JBS Computer Services

Jaguar Cars and Sainsbury's

May/June 87

June/July 87

Identification of participants

May/June 87

June/July 87

Briefing of line managers/supervisors and participants

June/July 87

July/Aug 87

Negotiation and formulation of learning contracts

14 July 87

31 August 87

Learning contracts agreed

May 88

May 88

Completion of contracted work

June/July 88

June/July 88

Assessment of completed work

APPENDIX 2 SUMMARY OF FOUR TYPICAL EXAMPLES OF LEARNING CONTRACTS – presented anonymously.

Learning Contract

Full Name: Case Number 4

Home Address:

Date of Birth: 12 April 1941

Business Address:

PD3 Skills Training Agency Skills House
Manpower Services Commission
Moorfoot Sheffield S1 4P0
(business)

Telephone No. (home)

Post currently held:

Research and Development Officer - Office Technology and Practice

Period of Learning Contract:

June 1987- July 1988

1. Learning intentions:

To undertake work-related learning activities towards assessment for credit under the CNM CAT Scheme.

2. Learning activities to be undertaken:

1. A one-year course in Company Law at Sheffield City Polytechnic.
2. MSC in-service courses on computer applications to accounting.
3. Assignment relating to the structure and organisation of MSC.
4. Project to determine and meet training needs in an industry.

3. Ways in which new learning is to be presented for assessment:

- Re above:
1. Comply with course assessment programme.
 2. Certification and reports.
 3. Written assignment.
 4. Project Report and Presentation and production of training module/s.

4. Modes of Assessment:

Initially by subject tutor (1), contract tutor and/or line manager, subject to moderation.

Learning Contract

Full Name: Case Number 10

Home Address:

Date of Birth: 18 February 1960

Business Address: Jaguar

Sandy Lane

Radford

Coventry

(business)

Telephone No. (home)

Post currently held:

Body Designer

Period of Learning Contract:

September 1987 - May 1988

1. Learning intentions:

Having completed an Hons. Degree in Transportation Design, I still wish to further improve my knowledge in Vehicle Design and feel a combination of Academic and Project Work would be the best approach to achieve this, and a post graduate course would seem the best package.

2. Learning activities to be undertaken:

At present I am undertaking the body design conversion course at Jaguar Cars, I will join the body design office in October and it is my intention to undertake a major project whilst there. These taken together with my freelance experience will be submitted for the Masters Degree.

3. Ways in which new learning is to be presented for assessment:

The Body Design conversion course is approved and partly taught by staff of the Coventry Polytechnic. The project will be continuously and jointly assessed by staff from Jaguar Cars and Coventry Polytechnic.

4. Modes of Assessment:

1. Satisfactory completion of conversion course.
2. Project work and presentations jointly assessed by staff of Jaguar and Coventry Polytechnic.
3. Assessment of past freelance work.

Learning Contract

Full Name: Case Number 13

Home Address:

Date of Birth: 11 May 1968

Business Address:

JBS Computer Services Ltd Union Centre
 Union Street
 Wednesbury WS10 7TW
 (business)

Telephone No. (home)

Post currently held: Programmer

Period of Learning Contract: July 1987- May 1988

1. Learning intentions:
 - (a) To investigate the available system measurement software for the IBM System 36.
 - (b) To understand how to apply information collected to improve machine performance.
2. Learning activities to be undertaken:
 - (a) Understand usage of package SMF as a tool to monitor machine performance.
 - (b) Find out about other measurement techniques.
 - (c) Summarise options available and develop a basic strategy to improve performance.
3. Ways in which new learning is to be presented for assessment:
 1. Presentation to supervisor and colleagues of important aspects and findings (20 mins).
 2. Report in the form of a dissertation of approximately 10,000 words.
4. Modes of Assessment:

| | |
|--------------|-----|
| Presentation | 10% |
| Report | 90% |

Learning Contract

Full Name: Case Number 15
 November 1956

Home Address:

Date of Birth: 27

Business Address:

Wimpy International
 214 Chiswick High Road
 London W4
 (business)

Telephone No. (home)

Post currently held: Operations Executive

Period of Learning Contract: November 1987 - August 1988

1. Learning intentions: Honours Degree/Business Studies
2. Learning activities to be undertaken:

An evaluation of company national promotions in franchised restaurants; to include objectives, implementation, results, factors influencing results, comparison with promotions in company restaurants, and comparison with promotions developed by operations executives in individual restaurants.
3. Ways in which new learning is to be presented for assessment:

Presentation of a written report.
4. Modes of Assessment:

Assessment of Report.

APPENDIX 3 - GUIDELINES ON ASSESSMENT

To: Learning Contracts Participants

Learning Contracts Project Final Assessment

You will now have completed, or be in the process of completing, your contracted learning activities and your tutor will already have advised you on what you should present for final assessment and the date by which your work should be submitted.

This is simply to confirm that:

1. In order to ensure assessment by the end of the 1987/88 academic session, your file/portfolio of work completed under your contract must be submitted by the date agreed with your tutor. In no case should this be later than 30th June, 1988.
2. To facilitate assessment, your file/portfolio should include the following:
 - 2.1 A copy of your learning contract with the appended notes detailing your learning activities.
 - 2.2 A short description of the learning activities which you have actually completed.
 - 2.3 The reports, assignments and other work or materials agreed to be presented for assessment. It would be helpful if these could be referenced to their respective learning activities as itemised in your learning contract and appended notes. Assessments of individual items already made by your tutor should be included as appropriate.
 - 2.4 A general report from your line manager on the conduct of your learning contract activities.
3. After assessment for credit by Sheffield City Polytechnic tutors, your file/portfolio will be moderated by an examiner external to the Polytechnic. The moderator will be Professor E F McKenna, Head of Department of Business Studies, North East London Polytechnic.
4. If you have any queries about any of these matters, please contact either me or your tutor.

J D Buckle
Project Coordinator

APPENDIX 4A LEARNING CONTRACTS - SUMMARY OF POSITION OCTOBER 1988

| Outcome | Jaguar/ Coventry | Wimpy/ Oxford | Training Agency Sheffield City | JBS Computer Services Ltd/ Wolverhampton | Total |
|---|---------------------|------------------|-----------------------------------|--|-----------|
| 1 Discontinued since 23 March 1988 Steering Committee | - | 4 | - | 2 | 6 (24%) |
| 2 Likely completion of reduced contract if time extension granted | 4 | 2 | 1 | 1+1? | 9 (36%) |
| 3 Likely completion of reduced contract on time | 1 | - | - | - | 1 (4%) |
| 4 Likely completion of original contract if time extension granted | - | - | 2 | 1 | 3 (12%) |
| 5 Completion of original contract on time | 1 | 1 | 2 | 2 | 6 (24%) |

APPENDIX 4B SUMMARY OF OUTCOMES relating to 17 participants in Learning Contracts who produced work for assessment in time for details to feature in this report.

| Case No. M/F; age in 87 | Qualifications and Post held in 87 | Prior Experiential Learning and estimated possible credit | Learning intention | Likely credit from original Employment Learning Project and nature of project (as at July 13 1988) | Recommended credit for Learning Contract after internal and external assessment | |
|-------------------------|---|---|---|--|--|--------------------------------|
| 1 F 25 | None above O level; Executive Officer | None claimed | Eventually a degree in Business Studies | 72 at Level One | Preparation of Management Briefings etc. | 72 at Level One Grade B agreed |
| 2 M 32 | none above A level; Higher Executive Officer | Responsibilities for Training Courses since 1981 and attendance at 10 MSC courses (60 at Level One and some at Level Two) | BA in Business Studies or appropriate Management Course | 60 at Level Two | OU Course on Effective Manager and In-house MSC Course Project on Policy Formulation | 60 at Level Two Grade B agreed |
| 3 M 22 | none above A level; Administrative Assistant | None claimed | Eventually a BA in Public Administration | 66 at Level One | In-house courses and work-based project on structure and role of MSC | 25 at Level One Grade A agreed |
| 4 M 46 | none above O level except Inst of Management Awards; Research and Development Officer | Production of Training Modules for MCS 1986-87. Extensive previous experience in payroll administration | BA in Business Studies | 60 at Level Two | Course in Company Law and project on Training Needs in an industry | 48 at Level Two Grade D agreed |
| 5 M 22 | None above O level | None claimed | CNAA Certificate in Business Studies | 72 at Level One | Project on MSC Manpower and Budget | 72 at Level One Grade B agreed |
| 6 M* 35 | C&G Full Technology Cert & 2 OU units at M level; Process Engineer | Practical experience in new technologies (50 at M level) | Masters degree | 15 at M level | Engineering systems design | 9 at M level Grade C agreed |
| 7 M 25 | BA Ind Design & Transportation; Car Body Design Engineer | 4 months in Car Body Design (10 at M level) | Masters degree | 45 at M level | Car Body conversion course (part) and project | 10 at M level Grade C agreed |
| 8 M* 26 | BSc Combined Engineering; Training Officer | Occupational Testing and Computer Vision training etc (10 at M level) | Masters degree | 60 at M level | Computer Processing | 20 at M level Grade C agreed |
| 9 M 23 | HNC Engineering; Engineer (Development) | Car Body Design course (90 at Level One) (110 at Level Two) (10 at Level Three) | BSc in Engineering | 30 at Level One 15 at Level Two | “Basic “ Maths and Computing at Level One | 10 at Level One Grade D agreed |

| | | | | | | |
|------------|---|--|------------------------------------|---------------------------|---|------------------------------------|
| 10 M 27 | BA Ind Design & Transportation; Car Body Design Engineer | Car Body Design course (part) (25 at M level) | Masters degree | 40 at M level | Car Body Conversion Course (part) and project | 10 at M level Grade C agreed |
| 11 M 26 | HND Dist; Computer Programmer | IBM Programming Course: Customer Liaison: Supervision Experience (120 at Level One) (100 at Level Two) | BSc in Computer Science | 50 at Level Two | Business Graphics | 30 at Level Two Grade B agreed |
| 12 M 22 | No qualifications above 'A' level; Analyst/Programmer | Some Experience in Customer Liaison and supervisory duties (30 at Level One) (75 at Level Two) | Dip HE in Computer Science | 40? At Level One | Package development and installation techniques | No work submitted by December 1988 |
| 13 M 19 | No qualifications above 'A' level; Computer Programmer | Limited work experience (25 at Level One) | Dip HE in Computer Science | 40? At Level One | System performance monitoring software | 30 at Level One Grade B agreed |
| 14 M 25 | HND Dist; Computer Programmer | IBM courses and Customer Liaison (120 at Level One) (85 at Level Two) | BSc in Computer Science | 50 at Level Two | 4 th generation Languages | No credit awarded |
| 15 F 31 | HND; Operations Executive | Considerable employment experience and in-house courses – learning claim expected | Honours Degree in Business Studies | 50-60 at Level Two | Evaluation of national promotions in franchised restaurants | 30 at Level Two Grade C agreed |
| 16 M 35 | None; Operations Executive | Considerable employment experience and in-house courses – learning claim expected | Management Degree | 50-60 at Level One or Two | Preparation of Operations Manual for Wimpy drive-through restaurants | 60 at Level Two Grade C agreed |
| 17 M 34 | No qualifications above 'O' ;Operations Executive then Training Manager level | Considerable employment experience and in-house courses – learning claim expected | Honours Degree | 30 at Level One or Two | Preparation of Wimpy training video and critical review of its production | 15 at Level Two Grade C agreed |

* Portfolio likely for full registration