HAVING STUDENTS “SIGN ON THE DOTTED LINE”: THE IMPLICATIONS OF TREATING THE SYLLABUS AS A CONTRACT

Stephen Neaderhiser, Kent State University at Stark

There are a number of different metaphors for how the syllabus operates in the classroom. It can be envisioned as a blueprint or outline detailing a class’s structure and policies, or as a roadmap that shows what will be covered in class. Students may use it as a reference guide, consulting it throughout a course, and administrators may look to it as evidence of an instructor’s effective teaching practices. However, despite the various metaphors depicting the syllabus’s role both in and outside of the classroom, one of the more frequent characterizations of the syllabus depicts it as a contract between a teacher and his or her students.

Authors analyzing the syllabus as a genre have noted that the syllabus lends itself well to a contractual metaphorization—especially in its explication of the expectations, responsibilities, and penalties related to a student’s participation in a course (Baecker, 1998; Bawarshi, 2003; Parkes & Harris, 2002). Additionally, advice texts that offer guidance on how to write a syllabus strongly emphasize the contractual nature of the syllabus, as a way of affirming the reciprocal responsibility instructors have to “adhere faithfully to the policies and requirements set forth in their syllabi” (Appleby, 1999, p. 23). Several authors maintain that the idea of the syllabus as a contract is purely symbolic, simply a suggestion of how to imagine the syllabus that can help ensure clarity and accountability (Fink, 2012; Fornaciari & Dean, 2014; Ishiyama & Hartlaub, 2002). However, the association has also become increasingly literalized, with a number of authors stating that the syllabus should be viewed as a legally binding contract (Lyons, McIntosh, & Kysilka, 2003; Matejka & Kurke, 1994; Nilson, 2010; Sulik & Keys, 2014). Despite the fact that no legal court decisions have accepted or upheld the syllabus as a contract (Kauffman, 2015; Wasley, 2008), the anxiety of being sued by a student claiming grievances has even led some authors to recommend having students sign the syllabus, with the rationale that this will confirm the students’ agreement to the terms and thereby officially solidify the syllabus’s legality as a contract (Baugh & Paullet, 2013; Zucker, Baker-Schena, & Pak, 2010).

Despite how commonly accepted it seems to be to compare the syllabus to a contract (or even equate the two), it can be problematic to use such a metaphor. As George Lakoff and Mark Johnson (1980) point out, metaphors rarely exist in a vacuum: metaphors operate as part of conceptual systems that “structure how we perceive, how we think, and what we do” (p. 3). More than providing a convenient figurative framework for discussing or imagining the syllabus, the metaphor “syllabus as a contract” influences the very structure of the classroom, affecting both teachers and students. This has implications that go far beyond addressing concerns that teachers might have about the legal ramifications of their pedagogical documentation, or the possibility that their teaching methods or decisions will be contested by a student. When the syllabus is “contractualized,” it is reduced to a singular purpose that erases the rhetorical
complexity and multiple purposes that are part of the syllabus’s nature as a genre. Also, and perhaps most damaging to the classroom environment wherein the syllabus primarily resides, the contractual syllabus transforms the relationship between a teacher and students into a non-negotiable and adversarial agreement. This is somewhat paradoxical, considering the motives that often lead teachers to employ the “syllabus as contract” metaphor are often based on the desire to establish a classroom relationship founded on a productive and mutual agreement between them and their students.

There is not always consistency in how scholarly and pedagogical literature discuss the syllabus as a contract. While some authors maintain that they see the connection between the syllabus and contract as being purely metaphorical, as a way to conceptualize the syllabus, other authors firmly declare that the connection is literal, that the syllabus is a contract. In this article, I address both types of treatment, metaphoric and literal, but it is important to note that the distinction between the two is not always clear. Moreover, I would argue that there are complications with either type of treatment. When the syllabus is treated as a contract, literally or figuratively, the implications can have a negative impact on the classroom and the student-teacher relationship. In what follows, I discuss the priorities and intentions that often lead teachers to treating the syllabus as a contract. I then address the legal status of the “syllabus contract,” noting how teachers’ anxiety over litigious students has continued to perpetuate the belief that treating the syllabus as a contract is a legally sound (and prudent) choice, despite the fact that the legal court system has rejected claims that the syllabus is a binding contract. I also examine the implications of the “syllabus as contract” metaphor and mentality, in how it creates a problematic atmosphere in the classroom, wherein students and teachers are placed in an adversarial relationship, as well as how those implications can be exposed even further by comparing the syllabus to an actual binding contract. I conclude by arguing how resistance to the “syllabus as contract” perspective allows teachers—along with their students—to develop a stronger critical awareness of the operations and implications inherent within the syllabus as a genre, even beyond how it is associated with the metaphorical concept of the contract. Even though the discussion of this article is often strongly critical of the “syllabus as contract” metaphor, the most important point that I would seek to establish is that it is absolutely vital that we, as teachers and scholars, consider the power of classroom genres, like the syllabus, to shape (or transform) both the intentions and interactions inherent to our roles as teachers in the classroom.

THE PRIORITIES OF THE SYLLABUS AS A CONTRACT

Most teachers are likely to be familiar with the contract metaphor for the syllabus, even if they do not use it themselves. It is perhaps one of the most dominant metaphors for discussing the syllabus, appearing just as frequently in scholarly analyses of the genre as it is in pedagogical literature offering advice and guidance for teachers. Even in cases where authors acknowledge the multiple functions of a syllabus and other metaphors for how it can be understood, they often make a special point of acknowledging how its primary purpose is to serve as a contract between faculty and students (Eberly, Newton, & Wiggins, 2001; Parkes & Harris, 2002; Slattery & Carlson, 2005).

Even though some authors claim that the syllabus by its very nature is a contract, the association is often meant to be more interpretative, as a reminder to teachers of what they should prioritize when presenting the plan for a course to their students. The foundation of the “syllabus as contract” metaphor is based on the view that, like a contract, the syllabus operates as a formal agreement that establishes the expectations and requirements for a course (Fink, 2012). The formality of the contractual concept is, in itself, an attractive quality to be associated with the syllabus: by viewing the syllabus as a contract, a teacher can emphasize the serious nature of a course, ensuring that students understand that the roles that they and their teacher will play in the classroom will adhere to a serious and conscientious protocol.
that has been outlined in advance (Bers, Davis, & Taylor, 1996; Veliyath & Adams, 2005). What is even more compelling about the contract metaphor than its “formalizing” quality, however, is that it prioritizes a specific type of clarity in a teacher’s syllabus, one that emphasizes “clear outcomes that inform students directly about what they should expect to gain in the course, and complete information about how to be successful in achieving those outcomes” (Habanek, 2005, p. 63).

It is important to note that the value of clarity is almost universally acknowledged in discussions of syllabi, even when the syllabus is not associated with a contract. For instance, Collins (1997) frames the syllabus as a document of “disclosure,” allowing faculty to give students a clear view of academic “insider knowledge” (p. 82). Similarly, Ballard and Elmore (2009) emphasize the importance of clarity as a way to show students how class activities are relevant to course goals and to alleviate any anxieties students may feel about the learning process. Yet, neither Collins nor Ballard and Elmore connect the syllabus to a contract. In cases where the “syllabus as contract” metaphor is endorsed, however, clarity is emphasized as specifically applying to the issue of accountability, in that a teacher’s goal is to create a syllabus that clearly identifies the responsibilities and obligations that must be met in order to successfully complete a course (Albers, 2003; Gambescia, 2006; Parkes & Harris, 2002). Appleby (1999), for example, exhorts teachers to see their syllabi as written contracts that they are just as obligated to follow as their students are, and therefore they should ensure the syllabus is as clear as possible:

Do not forget the reciprocal nature of this contract. By requiring students to abide by the rules and procedures spelled out in your syllabus, you are also agreeing to do the same. A well written syllabus will make these expectations clear to all concerned. (p. 23)

In other words, the contractual syllabus not only communicates the plan for a course, but also sets the terms of agreement that will dictate the possible consequences for the course, ensuring that both the teacher and students are held accountable for their actions.

It certainly makes sense to attend to the importance of consistent and clear course goals and expectations, as this provides a baseline for what students can anticipate and understand about the framework of a class. However, the specific attention to clarity discussed by proponents of the “syllabus as contract” metaphor takes a marked turn, in that the “clear syllabus” becomes equated with the “explicit contract”: “[T]he syllabus is a contract that outlines the parameters of student/teacher interaction. It needs to be explicit and clear to all parties” (Eberly et al., 2001, p. 72). This shift in focus, from being “clear” to being “explicit,” represents a deeper concern than ensuring the transparency of the learning process for students: the primary purpose of the contractual syllabus becomes protection for a teacher, to ensure that he or she “will likely be exonerated from the charge of unfairness” (Parkes & Harris, 2002, p. 56). A number of authors make this shift, arguing that teachers must make the contractual terms of their syllabi explicit, specifically in order to minimize the chance of student disputes or complaints (Slattery & Carlson, 2005; Smith & Razzouk, 1993; Sulik & Keys, 2014; Wolcowitz, 1984). While the possibility of student grievances is a legitimate concern, it can lead to the “syllabus as contract” metaphor becoming literal, with the syllabus being viewed as a protective legal document strictly for the teacher’s benefit. As discussed in the next section, the increased anxiety of student lawsuits (beyond the university-level grievance) has solidified the “syllabus as contract” metaphor as a defensive conceptualization for this classroom document.
THE LEGALITY OF THE SYLLABUS AS A CONTRACT

In his 2010 essay, “English Professor as Public Figure: My Days in Court,” veteran professor Edward White reflects upon the various legal experiences of his career, one of which involved a student who claimed that religious discrimination influenced the final grade he received from White, instead of it being a case of poor work and plagiarism. The complaint was ultimately retracted by the student, but the affair continued for several years and included the threat of a lawsuit, with the claim that the student’s right to privacy had been violated (after White detailed the original grievance in a memo to the student’s department chair, without sending a copy to the student). At the end of his account, White concludes:

> the issue here is not merely that every professor should have professional liability insurance, though that is true in this litigious age [emphasis added]. More profoundly, we need to realize that every time we record a grade for a student, we are acting in more than a private capacity. We are indeed public figures, whether we want to be or not. Our class syllabus is a legal contract with our students [emphasis added]; our grades and letters of recommendation affect peoples’ lives deeply and may appear in court years later. (p. 194)

White is correct in noting that the role of teachers is hardly private—teachers are indeed public figures whose actions can have an impact far beyond the classroom. The danger, however, in White’s conclusion is that it conflates the legal status of the syllabus with the chance that a teacher might be confronted with a litigious student. Even with the most stringently constructed syllabus, wherein a contractual relationship between teacher and student is firmly established, such challenges are possible. When the “syllabus as contract” metaphor is invoked, however, this conflation ends up serving as misleading proof that the syllabus should be treated as a (literal) legal document.

Even though some authors suggest that it’s useful to conceive of the syllabus as a contract only in terms of how it might be brought up as evidence in a university proceeding for a student grievance, it is very common to find the syllabus depicted as a document that might play a role in judicial hearings “both on and off campus” (Bers et al., 1996, p. 2). In fact, a number of authors claim that teachers must treat the syllabus as a legally binding contract as a matter of self-protection, with virtually all of them invoking the same phrase that White (2010) uses, nearly verbatim: that it is because we live “in this litigious age” (Baugh & Paullet, 2013; Blair, 2006; Blythe & Sweet, 2002; Grunert O’Brien, Millis, & Cohen, 2008; Ludwig, Bentz, & Fynnewever, 2011; Lyons et al., 2003; Nilson, 2010). The implication is that students are likely to sue their teacher unless the syllabus is constructed in a way that confirms that both parties are in explicit agreement on how the course will be conducted, and that this agreement would be recognized as a binding contract in the legal court system, even outside of how it might be utilized in university proceedings. Some authors even make this rationale more direct, firmly stating that “policies that are clearly outlined in a syllabus can help avert lawsuits” (Slattery & Carlson, 2005, p. 160).

Despite the assertions made by those who consider the syllabus to be an actual, binding contract, there is no legal precedent to confirm or validate that position. No case has been decided in the U.S. court system which upholds the belief that the syllabus is a legally binding contract. Kent Kauffman (2015) offers a concise and cogent overview of four of the only cases where appellate courts were asked to make a judgment based on claims that a professor’s deviation from a syllabus constituted a breach of contract, and in each of those cases, “the response has been a curt ‘no’” (p. 180). Historically, the judicial system has been unwilling to interfere with academic issues such as this, maintaining that the academic syllabus does not conform to the court’s standards for contractual legality. According to the court decisions on the topic, a syllabus does not meet the conditions of a contract—not just because syllabi aren’t written in a
way that closely enough resembles a contract, but because a syllabus is not based on the necessary elements of mutual obligation and “valuable consideration,” in which both parties are assured specified benefits as part of a contractual agreement (Kauffman, 2015, p. 188). Teachers are already in contractual agreement with the schools where they teach, which dictates their obligations (and what happens when they do or don’t meet those obligations). While the “syllabus contract” might emphasize clarity and accountability, according to those who promote its use, it is a one-way agreement in which the benefits (and penalties) can only be metered out to the students.

The court decisions, dating back to 1983, may not support the explicit treatment of the syllabus as a contract, but the literature on syllabi would give a very different impression. Authors offer anecdotal but unsupported accounts of lawsuits where the syllabus was the central legal document, or offer hypothetical scenarios meant to exemplify the legal dangers of ignoring a syllabus’s contractual status (Blythe & Sweet, 2002). In a sense, even though such hypothetical examples are not founded in real cases, they do accomplish the goal of reaffirming the contractual nature of the syllabus, by instilling a sort of anxiety about the “what if”: what if the imagined worst-case scenario happens to “me”? Making the syllabus contractual then becomes a contingency plan, to ensure that the hypothetical situation remains just that: hypothetical.

When actual cases are cited as support for treating the syllabus as a legal contract, the authors themselves admit that those cases did not establish the syllabus’s legal standing, but instead that they are general examples where syllabi were simply added into evidence (Baugh & Paullet, 2013; Parkes & Harris, 2002). This distinction is an important one, as it not only applies to possible legal court scenarios, but also to most university grievance cases where the syllabus may be introduced. Instead of being viewed as a contract between an instructor and their students, the syllabus operates as an evidentiary document that can help establish whether an instructor or student’s actions were acceptable or appropriate. The claim that the syllabus acts as a legally binding contract, with the implication (or even outright declaration) that it is recognized by the legal court as such, perpetuates a dangerous and misleading conceptualization of the syllabus that extends well beyond even the best-intentioned metaphoric associations of transparency and accountability.

THE COMPLICATIONS OF THE SYLLABUS AS A CONTRACT

The problem with the “syllabus as contract” perspective is not simply that it isn’t legally binding. Instead, the issue with treating the syllabus as a contract is that it masks authority and agency within the classroom. The syllabus is an authoritative document already, despite its contractual association: the teacher’s choice of readings and assignments establishes his or her intellectual authority, and institutional authority is reaffirmed by the inclusion of university-established policy statements regarding issues such as plagiarism, absences, or student access. By framing the syllabus as if it is a contract that students must agree to (rather than acknowledging that these instances of authority have already been established), the dynamic between a teacher and students is transformed into one that is based on a coerced and adversarial agreement: “The iron-clad syllabus with its completely specified policies effectively handcuffs students to the course and sets up an adversarial relationship that all but dares students to challenge the authority” (Weimer, 2002, p. 27). Even if we agree that the “explicit” syllabus contract, officially declared in words or form, is incongruent with the legal court’s definition of a contract, the syllabus may still end up being constructed in such a way that it is meant to be read as an implied contract. As a result, the syllabus becomes a document to be used by instructors to enforce behavior, close loopholes, and mitigate grievances (Fornaciari & Dean, 2014; Sulik & Keys, 2014).
While some instances of formalized language may be unavoidable, like the inclusion of boilerplate language indicating university policies on academic honesty or disability services, other rhetorical moves that emphasize obligatory responsibilities and transactional activity reinforce a contractual conceptualization of the classroom experience and student-teacher relationship, without the word “contract” ever being uttered. Grunert O’Brien et al. (2008), for example, recommend that a teacher should consult with his or her school’s legal counsel, to find out if the school allows the syllabus to be declared an explicit contract, but they consider this to be nothing more than a technicality related to the terminology. Even if a teacher cannot directly call his or her syllabus a contract, the authors state that the syllabus should still convey the sense of a contract, utilizing standardized contractual language to emphasize the responsibilities and terms of the syllabus agreement (p. 34).

Even Kauffman (2015), after establishing that the syllabus does not constitute a legally binding contract, claims that it doesn’t hurt to maintain the contractual mentality when building a syllabus. He suggests that “thinking like a lawyer” helps a teacher have consistent classroom policies and foster a student-teacher relationship that is “less authoritarian and more collaborative” (p. 191). However, if the teacher is thinking like a lawyer while writing a syllabus, then that becomes expressed in the language, phrasing, and tone of the syllabus, thereby signaling to students that, equally, they should read the syllabus like a lawyer—or, worse yet, that they should read the syllabus like a defendant, one who is summarily and already accused of potential infractions. In his expansive linguistic analysis of university discourse, Biber (2006) states that, out of all the university-based genres he studied (ranging from textbooks to departmental brochures), the syllabus genre held the distinction of having the most dense use of directive stance statements, wherein a reader is told how to understand the information and what to do, with the least attention to “politeness” or non-authoritarian language (p. 125). Biber directly links this usage, which includes phrasing such as “it is your responsibility,” “students must turn in the exam,” or “successful completion of the course requires your attendance,” with the proliferation of contractual language within syllabi, commenting that “the resulting prose can often end up being intimidating” (p. 125). The implied message students receive is that the syllabus represents the instructor’s expectation that “all students [are] potential courtroom adversaries” (Singham, 2005, p. 54).

When the syllabus is treated as a contract, even implicitly, the syllabus’s coercive nature is foregrounded, sometimes even in contradiction with a teacher’s efforts to create a collaborative classroom community. In some cases, such as those Biber (2006) notes above, students may be directly told what they are required to do. However, the nature of the contractual syllabus is also apparent when its coercive mandates are masked by disingenuous efforts to obscure the teacher’s authoritarian role. Baeccker’s (1998) analysis of the pronoun usage in syllabi found a significant difference in how teachers used “we” when describing activities and expectations. As an example, Baeccker describes one teacher’s syllabus, which included multiple directive statements emphasizing the students’ obligations, such as “you need to come to class on time” and “your grade reflects your participation.” Then, the teacher’s syllabus switched to using the pronoun “we,” with the statement that “we will have a lot of discussions about our writing and reading as a class and in small groups” (pp. 60–61). Instead of “we” being an inclusive pronoun that genuinely indicated activity that both teacher and students would participate in together, Baeccker found that examples such as this one use “we” as a coercive move, to indicate specifically what students are expected to do, with the false impression that the activity would be shared by the teachers. She argues that the use of the coercive “we” represented efforts to enforce a contractual obligation, under the guise of establishing solidarity and community between teachers and students, and warns that such efforts are relatively transparent to students: “They are well aware of who will be doing the work and who will be doing the grading. If we want to establish a real community within our classroom, we need to do it honestly” (p. 61).
By framing the syllabus with a “contract disposition” (Kauffman, 2015, p. 190), coercion is masked by an appeal to student agency. The contractual syllabus implies that students are participating in an agreement that they have power to influence and enforce equally alongside the teacher. Part of the appeal of the syllabus as a contract, as previously discussed, is that accountability is made transparent, that the teacher’s actions are just as much enforced by the students’ agreement to the syllabus as their own behavior is enforced by the teacher. However, in either the explicit or implicit invocation of the “syllabus as contract” conceptualization, it is the teacher who establishes the terms and expectations, and it is the teacher who dictates how those terms will be enforced. The only option available to students is to accept those terms, thus completing the agreement without negotiation.

THE ASSUMPTIONS OF “CLICK YES TO CONTINUE”

One of the characteristics of actual legal contracts that makes them binding agreements is that both parties have the opportunity to establish the terms of their participation in the agreement, typically through negotiation. While there are some examples where teachers negotiate the terms of their syllabi with their students (Blair, 2006; Fornaciari & Dean, 2014; Kaplan & Renard, 2015), the act of negotiation is largely absent from syllabus construction. There is, however, one type of legal contract that does preclude negotiation, which, if the syllabus were to be considered a contract, it would most closely resemble: the “contract of adhesion.” A contract of adhesion is a contract where the terms have already been predetermined by one party, and the other party must accept those terms without the option of negotiation. While the court system has not deemed the syllabus to be a contract of adhesion, it serves as a useful analogy to identify the complications and dangers of treating the syllabus as any sort of contract.

The contract of adhesion operates basically as a “take-it-or-leave-it” agreement: the “weaker” party—who had no role in the initial setting of the terms—can either accept the contract, or they can walk away. The defining characteristic of a contract of adhesion is the “disproportionate bargaining power held by one party, combined with the lack of alternatives available to the other party” (Kauffman, 2015, p. 189). A classic example of this sort of contract is a car rental contract, wherein an individual must agree to the terms established by the rental agency—if the individual does not find those terms acceptable, they don’t get to rent the car. Perhaps a more recognizable type of contract of adhesion for students in the 21st century, however, might be the End User Licensing Agreement (EULA), which typically appears during the installation of a new program on a computer. As with other contracts of adhesion, most EULAs provide the terms of agreement (often in highly technical legal terminology), along with two buttons indicating the user’s possible choices: “Click YES to Continue,” or “Cancel.” If the user is willing to accept the terms, they can click “YES,” and the program will be installed for their use. If, however, the user decides the terms of the agreement are not satisfactory, they can click “Cancel,” and the installation will be aborted—they do not get to use the software.

In the case of the syllabus contract, the analogy of the EULA is illuminative. If students are willing to accept the terms set forth in the syllabus, then it isn’t even necessary for them to sign the syllabus (as some authors recommend): the very fact that they have remained in the class represents that they have clicked “YES” to continue. In fact, some authors argue that this is exactly how the syllabus contract operates: “If a student stays enrolled in a course, he/she implicitly agrees to abide by the syllabus” (Gambescia, 2006, p. 20). The assumption, then, is that if a student disagrees with the terms of the syllabus contract, then they can choose to leave the class. This is, however, where the analogy breaks down, because even though a student who disagrees with the syllabus contract might drop the course, it may be equally likely that he or she cannot do that. If this course is the only one that a student can take, for example, then that student...
does not have the luxury of rejecting the terms of the contract in order to seek out a more amenable contractual agreement elsewhere. Many factors may be involved with a student’s inability to reject the agreement, including work or class schedules, family obligations, or financial aid eligibility, but the result is the same: even if the syllabus contract is not satisfactory, a student may be forced to accept it nonetheless. For that student, the dynamic of power and authority, which Kauffman (2015) claims would be mitigated by maintaining a “contract disposition” with the syllabus, is made abundantly clear.

If the syllabus represents a contract of adhesion, the role of the student as a stakeholder in that agreement can only operate on the pre-established assumption that the student has full control over their ability to click “YES” or “Cancel.” The student who chooses to reject the syllabus contract and leave the class no longer exists to complicate the contractual arrangement a teacher may be enforcing. However, the student who is unable to reject the syllabus’s terms and must remain in the class is now a member of a course where disagreement is unspoken and cannot be resolved. Instead of offering an illusory display of mutual agreement, transparency, and accountability, the contractual agreement presented to students ultimately makes apparent the teacher’s authority and power: the authority to establish the terms of the agreement, and the power to enforce penalties if those terms are not met by the students.

**RESISTING REDUCTION OF THE SYLLABUS TO A CONTRACT**

The syllabus does not have a singular function: it serves multiple purposes, including acting as a communication device (Albers, 2003; Thompson, 2007), socialization tool (Sulik & Keys, 2014), and roadmap (Buller, 2009). It is the genre that gives shape to the classroom, and from the very first day of class until the last, it establishes and maintains the social and interactive potential available to both students and teachers in that classroom. However, even when the syllabus’s multiple functions are acknowledged, the assumption of its contractual status is often given top priority, thereby subsuming its other roles and even resulting in the contractual framework becoming the primary conduit by which those other purposes are achieved: the syllabus ends up being a communication device because it is a contract (Eberly et al., 2001), or it socializes students by adhering them to the contractual agreement (Zucker et al., 2010). Instead of providing an inclusive framework by which the syllabus can be understood as a complex classroom genre, the contract metaphor reduces the syllabus to a document that enforces obligatory agreement.

Despite the intention to increase clarity and establish accountability, the endorsement of the “syllabus as contract” metaphor becomes more about teacherly control and the illusion of student agency. Furthermore, the assumption that the syllabus is literally a contract, or that it can be one if the teacher makes it explicit, is destabilized by the fact that the courts have historically dismissed claims of the syllabus’s contractual legality. Nevertheless, both scholarly and pedagogical conversations about the syllabus often take it for granted that it operates as a contractual agreement. Nilson (2010) claims that it is an unavoidable reality, that even if a teacher does not intend his or her syllabus to be considered a contract, students will still treat it as one (p. 36). Similarly, Slattery and Carlson (2005) state that, “whether or not we mean for it to serve this purpose, a syllabus often serves as a contract between faculty and students” (p. 160). Considering the apparent inevitability of the “syllabus as contract” concept, it would seem that teachers have no choice, that they must accept the syllabus under these terms. However, as teachers we have the ability—and responsibility—to shape the expectation and understanding students will have for the syllabus.

The metaphors one uses to frame the syllabus are instrumental not only in providing a useful figurative description of the syllabus, but also in shaping how all members of the classroom will understand that
classroom and their own roles within it. The entire pedagogical experience is implicated in how the syllabus is framed, beyond just how it might be introduced on the first day of class. For example, when the syllabus is presented (explicitly or implicitly) as a roadmap or compass, then that class’s students are metaphorically transformed into travelers along a path of learning, and the teacher becomes the guide for that process—more experienced, having already traveled the path, but a fellow traveler alongside the students nonetheless. If the syllabus is framed as a contract, however, the pedagogical context is cast in a radically different way: the teacher and students are positioned as competing parties, and the learning experience is transformed into a transaction that is weighed down by potential penalties, adversarial authority, and a disproportionate power dynamic masked as mutual agreement.

If a teacher desires to acknowledge the authority and agreement inherent to the syllabus, there are other conceptualizing frameworks that offer that opportunity beyond “syllabus as contract,” while also preserving the syllabus’s nature as a document that is both communicative and communal. As previously noted, Collins (1997) resists the contractualization of the syllabus, instead treating it as a disclosive document that invites students to “think of themselves as insiders to the strange world built by academics” (p. 80). Not only does this approach create a foundation for the community that includes a teacher and students together, but it also acts as perhaps the first opportunity for a teacher to communicate to students (as well as other audiences, beyond the classroom) about how he or she specifically envisions that community: “[T]he syllabus sends a clear—albeit partial, albeit preliminary—message to our students and colleagues about our professional values and about our attitudes toward the students we teach” (Collins, 1997, p. 81). Additionally, a communicative and communal syllabus can reveal to students the social nature of knowledge creation itself, “taking place in the course [that] draws on lectures, textbooks, and other in-class and out-of-class learning/teaching activities as much as on the ongoing discussion in the academic field, adult education, university policies, and many other texts and communities” (Afros & Schryer, 2009, p. 231). When I present a syllabus to a new class in my own teaching, for example, I encourage students to resist assuming it to be a contractual agreement (even figuratively); I instead point to how it signifies as a “constitutional” document—a charter for the class—that not only structures that classroom as a community populated by active participants, but also exists as one community amongst many others, within both a university and broader academia. Within the language of such a syllabus, the descriptions of policies, guidelines, and expectations are articulated in ways that show how they contribute to the success of both the individual and the community, rather than being presented as the terms and conditions of a singular transactional interaction between “two parties” identified and bound by contractual agreement.

The “syllabus as contract” metaphor need not be abandoned entirely—amongst a syllabus’s many purposes and functions, it is still a type of agreement. However, if a teacher chooses to foreground the syllabus as a contract, he or she must do so with full disclosure. Cardozo (2006), for example, explains how she “denaturalizes” the syllabus, by having students participate in the creation of the syllabus, thus allowing them not only to become more invested in its objectives, but also to have “a greater appreciation of [Cardozo’s] pedagogical intentions” (p. 407). Similarly, Devitt (2008) makes the syllabus a genre for examination in her first-year writing courses, asking students to examine the syllabus and write alternate versions that emphasize different student-teacher relationships, in order to reveal “the ideology underlying the syllabus genre as well as the range of choices teachers can already make” (p. 200). While it may not be feasible for every teacher to deconstruct the syllabus as Cardozo or Devitt does, it is possible for teachers to resist the reductive force of the “syllabus as contract” metaphor when they construct their syllabi and present them to their students. As Baecker (1998) notes, it is simply important that we do not disguise the true implications of how teacherly authority and student agreement are established (p. 61).
The alternative, then, to the prevailing “syllabus as contract” metaphor is not that teachers should just replace the “contract disposition” with one focused on a different metaphor. Instead, teachers can draw a lesson from how the “syllabus as contract” metaphor is promoted itself: however a teacher might conceive of the syllabus, he or she should endeavor to “make the implicit explicit.” When authors advocate treating the syllabus as a contract, they argue that it is important for teachers to make the syllabus’s contractual nature explicit and obvious, so students are aware that they are entering into a classroom context that carries specific expectations and obligations. Smith and Razzouk (1993), for example, state that teachers should “establish a class format that emphasizes the explicit terms of the syllabus or makes explicit the contract that may develop” (p. 219). This implies that it is the coercive power of the contract metaphor itself that gives shape to the classroom, enforcing student behavior and protecting a teacher’s classroom practices. In truth, students do not need to associate the syllabus with a contract to recognize its coercive power: as Bawarshi (2003) notes, the syllabus is already a coercive genre, “in the same way that all genres are coercive to some degree or another” (p. 120). Framing the syllabus as a contract, or requiring students to sign it, does not increase its coercive quality, nor does it automatically mitigate the power dynamic inherent to the syllabus. However, even though the syllabus may be coercive in its establishment of obligations and rules, it is also communal and communicative in its establishment of “a set of social relations and subjectivities that students and teacher have available to them in the course” (Bawarshi, 2003, p. 120). By exposing the very nature of the syllabus as a genre that may be coercive but is also communal and communicative, we can present students with an understanding of the classroom subjectivities into which they are being inculcated. Rather than relying on the “syllabus as contract” metaphor to establish what the syllabus is, we would be better served to interrogate and expose what the syllabus does—not only in our own research and scholarship, but also in the classroom, when we present the syllabus to our students.

CONCLUSION

There are several metaphors that can be associated with the syllabus, and there is no reason why a teacher must adhere to a single one: as noted, the syllabus suits multiple purposes for teachers and students, and different metaphoric conceptualizations of the syllabus might even overlap at times. However, despite the many metaphoric depictions of the syllabus, the “syllabus as contract” metaphor still holds a persuasive power in scholarly and pedagogical literature, so that it often is taken for granted, as if the syllabus is already a contract, even if teachers neglect to make that connection explicit. Yet there is notable risk in treating the syllabus as a contract. Even aside from the fact that the syllabus does not hold the legal status of a contract, using the “syllabus as contract” metaphor gives shape to a classroom where a teacher and his or her students are set at odds.

Part of what makes the contract metaphor compelling for some authors and teachers is that it provides a convenient “black box” that appears to tidy up the complex—and sometimes complicated—nature of the syllabus: “the contract helps strip away the mystifications and cultural power” of teaching and grading (Daniewlewicz & Elbow, 2009). Such a view implies that the contractual syllabus is self-evident, laying bare the unspoken assumptions of authority and power within the classroom. Contrary to this suggestion, I would argue that treating the syllabus as a contract merely displaces the “mystifications and cultural power,” so that they are instead packaged directly within the syllabus. My intent in this piece has been to “unpack” the metaphoric implications of treating the syllabus as a contract—not simply to show how the syllabus is not a contract, but instead to highlight what such a metaphor does to the syllabus and the classroom relationship between teacher and students. Rather than proposing that teachers simply endorse a different (but equally subsisting) metaphoric “black box,” there is stronger value in opening the syllabus up itself, exposing the “world of discursive conflict [that] lies behind its bland facade”
(Cardozo, 2006, p. 416). By directly addressing the syllabus’s functions and inner workings, rather than masking them with the implications of a metaphoric contract, teachers can help students understand how the syllabus operates as a governing document for the classroom.
REFERENCES


