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## Conflicts, Negotiations and Risks in Educational Relationships

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*The paper discusses problems of conflicts of interests arising in the course of educational process between subjects of education. The subjects of education are represented by parents, members of school community (administrators, teachers, school staff), students. The authors observe risks of education and their distribution among the subjects of education. Educational contract is regarded as a productive way to resolve conflicts between the subjects of education.*

*Keywords: risks in education, subjects of educational relationships, conflicts in educational relationships, negotiations, educational contract.*

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Attempts to imagine substantive framework within which the topic “Risk” is currently being debated can lead to some confusion. Risk is discussed by specialists in game theory, in economics, sociology, political science, management of complex systems, and ecology. But the problem of risk in modern psychology is hardly discussed and we have not observed any research on the topic in the field of pedagogy. We will make an effort to understand why modern pedagogy avoids the topic. And as it has been practiced in pedagogy for a long time, instead of explanations we will resort to metaphors, following this tradition and attempting to use a risky metaphor:

*“The act of love involves two parties, their interests partially overlap, partially do not overlap, but the allocations of risk for the*

*consequences of the act are radically different”.*

We believe that this metaphor rather productively presents an image of typically evolving educational relationships.

Next, we will follow the ideas that educational relationships can be described as a conflict with different prospects of dynamics and resolution, as well as the ideas that in order to have a productive perspective, the conflict should be structured enough (Coser, pp. 106-108).

Efficiently solvable conflicts imply a distinct representation of the interests of the parties involved and agreement on the subject and material for collision of interests. If the reality of the relationships is not formed in such a way, we are dealing with so-called “conflict monster”, when one party wants one thing, the other – another. Such actions can be called overlapping, but they

can scarcely be discussed as an interaction, which is, according to the classical theory of conflict, an attribute of the conflict (Coser, p. 49), and by no means can such actions meet the characteristics of consistency. And despite the fact that their actions interfere with each other, because they are realized simultaneously in a limited space and become really interdependent, such interaction cannot be productive. Usually the tension escalates, all sides trying to enhance forces. This is followed by mutual negative names, threats, etc.

For professional work with such a situation it is necessary to identify the real interests of the parties, to determine the cause of their either inconsistent or consistent character, and to try to reconcile the interests.

A peculiarity of educational relationships, quite clearly presented in a myriad of psychological and educational works, was coherently schematized by Vygotsky (Vygotsky, pp. 373-391), and then literally drawn by G.P. Shchedrovitskii as a culture translation process, in which special cultural positions interact, and their activity is mediated by the social situation of development and by the use of specific (relevant to cultural material) transformation methods (Hasan, pp. 38-42). The very development of methods and appropriation of cultural transformation methods form meaningful characteristics of educational relationships. And it is this understanding of educational relationships that gives us reason to believe them to be developing and to become a condition for the development of collective or individual subject involved in them. In turn, this means that we “see” in these relationships both their distinct characteristics, defining cultural forms of the subjects studied and methods of their conversion, and relatively high uncertainty in the individual and collective achievements.

Does this mean that the educational relationships, while being to a certain extent dynamic and including conflict, have a high

degree of uncertainty and, as a consequence, are always risky?

The nature of risks to the parties—participants of educational relationships is determined by their interests and expectations, as well as their contributions made to the educational process.

What do the parties – participants in educational relationships reckon upon? What are the risks which they are trying to minimize while realizing their own interests?

Through our research we have focused on two institutions – parties in educational relationships. These are Institute of Education and Institute of Family. It was important to address the direct participants in this kind of analysis, although we certainly understand that the main and familiar subject of such relationships is Institute of State. This party stands as if it is behind Institute of Education, but the last for the last few hundred years has acquired its own specific interests, which do not always coincide with the interests of state.

We have had a few dozen focus groups, consisting of representatives of educational institutions and families. It was important to find out what real interests in education can be claimed by these groups and how they can be specified, as well as to know the ideas about their own contribution to education. So we supposed it would be possible to get an answer to the question of risk allocation.

Question about the risks arose from the need to analyze the seriousness, feasibility and place of interests in education; their place among other interests of the relevant institutions. The fact is that the declarations about the importance of education, about its alleged priorities have become a commonplace in various discussions and carried serious journalistic far away from the real state of things. Checking whether seriousness of the relationship in a particular area can be sufficient, in our opinion, is possible if we understand what

contributions and under what guarantees people are willing to make. Or in other words, how much people are eager to risk and what dangers they are ready to run in order to achieve certain goals.

So a conscious willingness to take risk is the measure of the seriousness of the interests.<sup>1</sup>

The first thing we saw and it was very important, the formulation of the interest of a due position in the education field or the clear articulation of ideas turned out to be incredibly challenging for the focus group participants. Moreover, this happened despite the fact that questions about the purpose of education and perceptions of educational results are quite a popular topic to discuss. Focus group members all the time “produced” exactly this very kind of maxims, immediately discrediting it by denying standard wordings like “harmonious development of personality” or “modern citizen of the country” as valid representation of their interests. In this stream further analysis in groups, conventionally called as “the producers of education”, showed that participants have a stable sense of mission, status of education, about their own contribution to the realization of this mission, need for external support for this mission, the omni-recognition of the status of education by everyone, who one way or another is involved in these relationships. Namely, by the founders of educational institutions, parents, children, society and state in general. Participants of almost all groups agreed that the level of remuneration is the criterion of this kind of recognition and therefore the fundamental interests of representatives of educational institutions are concentrated on winning such recognition, i.e. to obtain and maintain an appropriate for such mission status.

The users, i.e. those involved in education as “consumers”, though not denying representations of the status, yet do not assign to them any significant place. Here come to the foreground

absolutely pragmatic interests, while they are also barely articulated. This interest group was formulated in such a line: “Free us from worries and ensure results”. In fact, household members, in accordance with the exact expression of Evgenii F. Saburov, send a child to teachers, freeing themselves and transferring responsibility to another party, while relying on getting a good result in the distant future. At the same time attempts to control the flow of the process in the right direction are carried out on the basis of their own memories and experiences, as well as leaning on inconsistent standards. The latter fact is very influential, because it is an appeal to some “social contract”, the content of which is interpreted by the parties rather arbitrarily, but in the full belief that there exist some generally accepted, well-known and obvious norms. In strong language, it looks something like this: “We have given you our children, you owe us and do what you must do”.

When these concentrated and formulated interests are represented to parties – participants of education, their controversial character becomes externalized, as in these representations a common field of actions and their results are not agreed upon, but their interdependence and mutual claims and expectations are clearly visible.

For us as specializing in conflict analysis and conflict resolution, this kind of “a big picture” means that, in principle, agreement is possible, if it comes to light with structuring, sequential forming and revealing of the basic interests of the parties, who discuss the possibilities of meeting demands. In fact, nothing of the sort happens. More precisely, in our opinion, these activities are poorly organized and occur randomly at the level of talks about education policy, mainly in terms of journalistic.

If we consider the psychological projection of these relationships in the field of education, we

will see at the same time – hopes, expectations and requirements on the one hand, and on the other hand – distrust, suspicion and resentment. And all the time we face this “picture”, when these parties describe their relationship regarding education. Conferences on education show this unmistakably, because hardly anyone speaks on his or her behalf about how they understand the situation, what they intend to do, and what exactly they present to the partners or opponents. Some general assertions and calls dominate instead. In the best case, representatives of the parties insist that their interests must be taken into account (note here – to be accounted for, but not to be consistent with each other). At the same time, even those interests are not articulated and thorough well enough.

Psychological characteristics of such established relationships assuredly lead us to the conclusion that they are unproductive, because simultaneous ambivalence “trust – distrust” seems strange. Let us emphasize once again – both parties, considered by us, are as if forced to “trust” each other (there is no any other option) and also suspect each other in at least partial compliance and procedural characteristics (correct actions) and, even more so in the inefficient results.

For all that, as our analysis shows, this situation is not just perceived as tolerable, but even as comfortable.

Why is it convenient to education? Today the question is raised about the responsibility of institutions of education for poor results, and each time the tension on this issue is amplified and they say that deposits are growing, whereas the quality drops and dissatisfaction grows. History shows that society was never fully satisfied with the modern institutions of education and symmetrically – there have never been education systems that would have been happy with the attitude towards them from society and state

itself. This situation allows education institutions actually explain their own ineffectiveness without making radical self-transformation.

Why is it convenient to the family institution? In fact, for the same reasons as this tendency allows discussing the ineffectiveness of education and as a derivative of this ineffectiveness – many social ills not as a consequence of their actions, but as imperfections and errors of the other side. In other words, this situation retains its own irresponsibility.

So we state here a sustainable mutual dissatisfaction at all levels and at the same time say that there is a need to negotiate. This is reminiscent of the well-known children situation when the child is asked under what conditions he/she will be well to someone, they calmly say: “Let him first prove a good attitude towards me”. To put it different, good and understanding behavior should be preceded by someone else’s. But this is a childish, maximalist and egocentric position. Under what condition will our parties face each other?

Education as an institution is naturally responsible for the decreasing results and responsible for that it does not meet the requirements and expectations. But main features of mutual discontent can be explained theoretically by the fact that the parties disagree on the identification and definition of each other. One side sees itself as the realizing mission, and requires some recognition and support, and the other assigns to the first the status of rendering services, while declaring recognition of the mission.

Apparently, a description of educational relationships within services agreement, typical for legal practice, is a normal, though not exhaustive “picture” of the relationship. What is more, we believe and suggest to consider this kind of attitude as a necessary but ancillary, not primary one. The situation nowadays is such that

the form of rendering services “conceals” a much more complex content.

In our opinion, any attempt to build educational relationships, constituted only by such ideas, has no future actually, because from the beginning they are regarded not as civil, but as interpersonal. Each of us understands, especially one who acts as a customer, that the attempt to resolve in due order these occurring disagreements (conflicts) jeopardizes that person, who is a real subject of an “agreement”, the one who is included in the educational process specifically. Expressed differently, those people are included in relationships, whose behavior has the most direct and most significant influence on the conditions and the results of the educational process. These participants are not just the material for transformation, regarding which there appears an agreement between two parties; they are such participant whose behavior is influenced to some extent by both sides. Besides, it is vital that in discussing the educational process we do not always see with certainty its borders and thus can hardly pinpoint the content, conditions and results of the actions of each party involved in the interaction. It turns out that the person who acts, relatively speaking, as the customer-consumer has made rather conspicuous contribution to education of a child and expects to receive some educational result (?). We do not discuss here any other kinds of contribution. The other party also brings in its own resources, whether they material, technical and so on and so forth, but their certainty level is much more obscure. The issue of risks appears when the parties are not satisfied either with the consecution of the process, or its results. And this conversation (topic) is about to start when at least one party is discontent. In our case we observe situations of mutual dissatisfaction.

What is the allocation of risks then?

It turns out that, in accordance with the contribution. The contribution is at risk itself.

But there is one significant feature in the risk of the party which performs the function of “a producer of educational services”. The fact is that since the contributions of the parties are weakly personified unlike other contributions, the main risk for this party is associated with disappointment in the result, pursued by the activity itself. The net effect is that the party risks a low status (or better to say – it will not get high and predicted position). But this status it has already, regardless of how the activities are undertaken and what results it will bring. Society and state with their current attitude would exonerate the party from responsibility, in advance fixing its low status with known attributes. But the other side bears full responsibility. It risks all its contributions and incurred costs (forgone knowledge, time, material expenses, health, etc.) are irreversible and irretrievable, at best they are only partly made up for. Peculiarities of the risks of this side are that the detection of possible losses may be significantly postponed in time; these risks are distant from the very fact of the educational process and all the while there is some hope that once it will be possible to remedy something; only in the end we fix the result that nothing can be changed. The words of famous Russian satirical writer M.M.Zhvanetskii describe this situation splendidly: “Life – a one-way street”. Perhaps it would be wise not to dramatize the situation so badly. Sure enough, the discovery of some deficiencies of education, as practice shows, does not signify the complete destruction of the system, which is still renewable. But it requires additional and significant resources from those who actually need such compensations. This is the real responsibility and these additional costs show indeed who and what is at risk in situations of uncertainty in the educational relationships.

If not just to fix the situation, but to define in a more detailed way, we consider it important to

re-emphasize the fact that the relationships that have developed in education are not analyzed as a joint activity of all stakeholders, interested in the overall result with the necessary distribution of responsibility and its sustainability at both micro- and macro levels. The discussions almost every time are psychologically pointless, there are separate speeches about the interests of parents, interests of state and any public interest.

This qualification can give an answer about what to do. The parties should align their interests, rather than oppose them. That is – TO NEGOTIATE. But when we are dealing with contracts, in turn we risk to demonstrate quite ready-made stereotypes and thereby lose the actual subject matter for discussions. We can get an immediate response from both parties that contracts are already here. Schools have a long tradition to conclude contracts with parents about the conditions of learning, about the amount and frequency of parental contributions to the educational activities of educational institutions and about the conditions and characteristics of the expenditure of these contributions, including reports, etc. And indeed we have registered such a practice, though slightly reminiscent of a civilized one. The only thing is that most contracts of this kind are adhesion contracts. That means you have not been involved in any discussion on the matter. You are asked to sign that you agree with some already established conditions. If you do not like such a contract – do not sign and therefore do not enter into a relationship, keep a child to another school. The fact is that psychologically (and for us it is no less important than legally) such agreement releases the parties from personal and personified liability. This liability is automatically embedded in a contractual form itself, but is not necessarily assigned to the participants. It turns out that such agreements do not insure their parties from the risks that we are discussing here. Figuratively speaking, “Well, who cares that patient died when

he was treated properly?” This is because this option of contracts does not imply participation of the parties in the formation and creation of the agreement, i.e. does not imply any joint activity.

We see the prospect for educational agreements in joint activity contracts. Such an agreement shall appear in the NEGOTIATION process, certainly long and difficult, and for sure it will cost very much to reconcile some points in the early stages of practicing such negotiations. It is in this negotiation process where the parties will be obliged to pursue their own interests, to articulate their goals in a clear and verifiable way, to fix the dynamics of their achievements, to calculate conditions and contributions, to imagine a real responsibility of the participants. This practice will, in our view, finally allow making educational relationship genuinely civilized. Apparently, in this specter there is another aspect – the negotiation processes in education are real and sufficient practice mass civilian relations. When discussing this topic in different groups, perhaps interested in education, we are frequently asked questions that may also arise while reading the paper further. And now we will attempt to answer them:

- Who are the agreements on joint activity in education aimed at?

We believe that first of all, at parents who are interested in high educational results. But, unfortunately, according to our data, the number of such people is less than desirable. Secondly, at administrators who are interested in boasting their status, determined by educational results. It is clear that when we talk about these educational results, it is assumed that they are in demand not formally, but purposefully, creating a valid resource for students.

- In your opinion is education a service? If it is not, then what is it?

This is a joint activity in which the contributions are made for achieving the goals

agreed on. Contributions are made not only in the form of money, but also in the form of actions, saying literally – personal strengths. Our task is to teach people to negotiate and reach agreements under the conditions of real and mutual responsibility. At the same time it is important that subjects of negotiations will be specifically identified and consistent.

- Is it possible for an educational institution to be not just a legal party in contract on joint activity, but also a meaningful one?

According to the Civil law it is. But what will be the effect? Of course, we run the risk, as in the case with the boards of Trustees that people will simply stage negotiations and agreements. This depends mainly on what status the educational institutions receive and what status they claim to. If they remain just the same, we should not expect a subject behavior from them.

- If the contract is concluded with the school represented by its head, the situation of meaninglessness remains. The situation is the same, as in the case of creating the dress – who is the creator – a tailor or a designer? Some people will be executors in the terms of content, i.e. they will provide educational outcomes, but will it be the other ones, who negotiate and conclude the contracts?

This primarily refers to the principles and technologies. Everything will depend on how to organize the process, involving in it the parties involved. We do not accidentally claim that contract makes sense only for those who are seriously interested in it. So we have also a question here about how these subjects appear or occur. But from our point of view the right way is to introduce some practice not from the top as it is usually done, but to create precedents from the bottom and back them up. It is essential for such cases to be successful and effective. Then people,

who notice these precedents and if they have any ambition in this regard, will begin learning this practice, mastering and acquiring it. And we will get a move on.

- You said that signing of any contract is preceded by negotiations. How can you imagine these negotiations?

The first thing to do is to determine the appropriate parties and their legitimization. They must be legal and responsible, because when the director signs the contract with parents, there is a certain structure behind this decision and specific performance, of course, is distributed among many people. If we imagine a situation of negotiation with each parent, such a possibility immediately becomes doubtful from the start. The challenge is to make the process of formation of such structures on both sides that will receive the authority to negotiate.

- What is a joint activity? It is clear what a school activity includes and what parents' activity implies to ensure studying of children. But all these activities are done separately. Is the joint activity something completely different?

We have used such term as “educational space” for a long time. Generally, the basic idea behind the term was that the educational space has its own structure and is specifically polarized. In this space school can seriously account for one part of the space and partially compensate substantial components of the other, but it cannot satisfy the needs in other individual segments of this space, moreover, this responsibility is not a part of its institutional objectives. Unfortunately, often we are still considering the school as the only educational place, the only educational institution. In our opinion, it is also the family that is an educational institution with its own objectives and they are aimed not only at support of the school, but definitely at the achievement of

educational results that cannot be described by the relevant standards. A variety of possible outcomes can be discussed and interests of the educational branch and the family institution can be coordinated during the negotiation process. It turns out that the family can arrange its interests in school, and the school can agree its interests in the family. Reconciliation of these interests and agreement on joint activity may lead to some systemic results. Otherwise, the situation looks like a simple work or service contract: “you pay, we do, but the results are not guaranteed and we are not responsible for them”. It is curious that such kind of relationships is sometimes called “partnership”.

- Is there a civilized practice of concluding agreements on joint activity in Russia? How are these practices presented in the countries where the civil society is developed to a high standard?

Unfortunately, according to our data, there are no civilized forms of educational agreements anywhere. At the same time there have already been some precedents concerning the conditions of education and content issues in Russia as well. An example here is the relationships between parents and educational institutions for physically and socially disabled children. In such cases, when it comes to restorative and correctional pedagogy, parents and administration have experience negotiating the terms and results of training, educational activities in general and joint actions to achieve these planned results. However, in these situations we are not having any civic contracts. Therefore again, the question of liability of the parties remains open. The negotiation processes are also still far from civilized forms. We believe that the very movement towards civilized forms of relationships in education is an indicator of our oncoming towards civil society.

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<sup>1</sup> Following Niklas Lumann we mean under “risk” such action (decision), which implies the uncertainty of the result with possible losses for a person acting. In corresponding works “risk” is contrasted with the concepts of “reliability”, “security”. At the same time, from Lumann’s point of view “risk” does not mean the fact that exists regardless of whether it is seen and who observes it”. See: Niklas Lumann. *Der Begriff Risiko*. In: N. Lumann. *Soziologie des Risikos*. Berlin; New York: Walter de Gruyter Co., 1991.

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## **Конфликты, переговоры и риски в образовательных отношениях**

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*В представленных материалах обсуждаются проблемы конфликтов интересов, возникающих в образовательных отношениях между субъектами образования. В качестве субъектов образования выступают родители, представители школьного сообщества (администраторы, учителя, школьный персонал), учащиеся. Обсуждаются риски образования и характер их распределения между субъектами образования. Образовательный договор рассматривается как способ продуктивного разрешения конфликтов между субъектами образования.*

*Ключевые слова: риски в образовании, субъекты образовательных отношений, конфликты в образовательных отношениях, переговоры, образовательный договор.*

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