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A Unilateral Grading Contract to Improve Learning and Teaching

Contract grading has achieved some prominence in our field as a practice associated with critical pedagogy. In this context we describe a hybrid grading contract where students earn a course grade of B based not on our evaluation of their writing quality but solely on their completion of the specified activities. The contract lists activities we've found most reliable in producing B-quality writing over fourteen weeks. Higher grades are awarded to students who produce exemplary portfolios. Thus we freely give students lots of evaluative feedback on their writing, but students can count on a course grade of B if they do all the required activities—no matter our feedback. Our goal in using contracts is to enable teachers and students to give as much attention as possible to writing and as little as possible to grades.

At the end of every semester or term, most teachers must send the registrar a grade—a one-dimensional quantitative score—to represent the quality of each student's performance in a course. Like most teachers, we find the process time-consuming, difficult, and troubling. In this essay we suggest grading contracts as a way to produce these grades that improves learning and teaching and reduces some unfairness. Furthermore, contracts help us make our own teaching truer to our values, easier, and more satisfying.¹

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Until now, contract grading has had a kind of subterranean presence in our field: used frequently, but discussed rarely. A Google search reveals a surprisingly large number of teachers who use some form of learning contract in various disciplines for diverse goals. But in reviewing the published literature for this essay, we discovered only a few articles devoted to the topic (e.g., Mandel; Zak and Weaver). In Stephen Tchudi's 1997 collection of nineteen essays, *Alternatives to Grading Student Writing*, none of the essays focuses on contracts.²

Recently, however, contract grading has achieved some prominence in our field as a practice associated with critical pedagogy. Ira Shor, in his book *When Students Have Power*, describes learning contracts as a way of sharing power, redistributing authority, and negotiating through dialogue (20). A version of Shor's contract is equally central in a recent *College Composition and Communication* essay by William Thelin and also in a 2005 essay by Isabel Moreno-Lopez published in *Radical Pedagogy*. These teachers want to "giv[e] students a voice in the classroom . . . [and] a sense of responsibility" (Thelin 127) and help them "experience empowerment at the level of decision making" (137). They seek to authorize students to take as much control as possible over their lives as individuals and as a community. Many important course policies like attendance and workload are worked out through class votes and mutual negotiation with the teacher. Seeking not just to democratize the classroom but in fact to work against the ideology of capitalism and class privilege, Shor and his colleagues have turned to contract grading as one method. We will compare their uses of contracts and goals with ours. There are striking differences, yet we also feel some comradeship. But first we need to describe our basic contract.

An Overview of Our Contract

Jane and Peter use essentially the same contract for their first-year writing courses. Jane's is an honors section, but many instructors in her program use contracts for regular sections. Our wordings differ, but here is a summary of the central provisions we share:

You are guaranteed a B if you:

1. attend class regularly—not missing more than a week's worth of classes;
2. meet due dates and writing criteria for all major assignments;
3. participate in all in-class exercises and activities;
4. complete all informal, low-stakes writing assignments (e.g., journal writing or discussion-board writing);

5. give thoughtful peer feedback during class workshops and work faithfully with your group on other collaborative tasks (e.g., sharing papers, commenting on drafts, peer editing, online discussion boards);
6. sustain effort and investment on each draft of all papers;
7. make substantive revisions when the assignment is to revise—extending or changing the thinking or organization—not just editing or touching up;
8. copyedit all final revisions of main assignments until they conform to the conventions of edited, revised English;
9. attend conferences with the teacher to discuss drafts;
10. submit your midterm and final portfolio.

Thus you earn the grade of B entirely on the basis of what you do—on your conscientious effort and participation. The grade of B does not derive from my judgment about the quality of your writing. Grades higher than B, however, do rest on my judgment of writing quality. To earn higher grades you must produce writing—particularly for your final portfolio—that I judge to be of exceptionally high quality.

We use class discussions to explore the student’s notions about what constitutes “exceptionally high quality” writing, and we can often derive our criteria from students’ comments. We try to make these criteria as public and concrete as possible—often providing handouts and feedback relevant to them. But we don’t profess to give students any power over these high-grade decisions. (For a fascinating picture of a course where the teacher does authorize his students to grade, see Inoue.)

So we don’t get rid of grading entirely, but our contract radically reduces it. Throughout the semester we use only three possible grades: *not satisfactory for B*, *satisfactory for B*, and *better than B*. We don’t distinguish among grades higher than B until the end of the semester, when we have student portfolios in hand.³

Some Comparisons with Shor and His Colleagues *About the Use of Grades*

With our contract, we ignore quality of writing for grades up to B—but focus explicitly on writing quality for higher grades. In contrast, teachers such as Shor, Thelin, and Moreno-Lopez downplay grades (in the service of equalizing power) but still assign grades based on quality to papers across the full spectrum. Shor’s contract specifies that for the grades of A, B, and C, the students’ writing should be “A quality,” “B quality,” and “C quality” (120). Thelin writes

that “[a]n A student had to produce two A revisions and one B revision. The C student had to obtain at least two Cs on their three revisions.” (One assumes they also use lower grades.) In effect, with our contract, we sometimes grade and usually don’t grade—while they sort-of-grade all of the time.⁴

In effect, both we and they are working out different forms of hybridity—no doubt partly because all of us work within the constraints of an institutional setting. We wouldn’t use grades at all if we were teaching outside institutions that require it—nor probably would they.⁵

About the Nature of the Contract

Shor and his colleagues use a contract that is mutually negotiated—trying to make both parties as equal as possible. But it’s hard to get away from hybridity and compromise. Moreno-Lopez said that when her students wanted to drop the attendance requirement, she couldn’t bring herself to do more than allow extra excused cuts (online). In contrast, our contract is unilateral and gives students no power over rules.

In effect, Shor et al. give up as much power over course requirements and student behavior as they can manage, but they keep full power to grade writing. With our goal of reducing the effect of grading, we give up as much power over grading as we can manage, but we keep full power over course requirements. Note, however, that we don’t hold back on teacher evaluation and judgment. Throughout the semester, we continue to give students evaluative feedback on their writing—pointing out what we see as strengths and weaknesses in their drafts and final versions, just as we used to do and as most teachers do. But we decouple those judgments from *grades* (up to a B). As a result, students don’t have to heed any of our judgments or advice when they revise their papers (though they must revise). In short, we want students to feel that our value judgments come from individual persons: yes, experts about writing, but individuals, nevertheless, who cannot pretend to be wholly impersonal or fair.

In one sense, the word “contract” doesn’t fit something we impose so unilaterally on students. But in another sense the word is right: we want to give students written evidence that we *contract* ourselves to keep this unusual promise to award a B for doing things rather than for writing quality. And the term “contract” aptly describes the type of written document that spells out as explicitly as possible the rights and obligations of all the parties—a document that tries to eliminate ambiguity rather than relying on “good faith” and “what’s implicitly understood.”⁶

About Critical Teaching

Shor and his colleagues call their approach critical teaching—explicitly political and ideologically aware. They make it clear to students that they are using the classroom to help resist capitalism. They see the classroom as a political arena where differences of power should be highlighted and negotiated. As they describe their teaching, there are overtones of unrelenting struggle and a sense that conflict is both inevitable and appropriate.

Our approach would appear to be highly unpolitical and “uncritical”—ideologically unaware. For our goal is to create a classroom where both teachers and students get to give as much time and attention as possible to writing—not to politics and culture. Of course, political and cultural issues turn up in student writing, but our tendency is to focus on the writing, discussing its effectiveness relative to the political and cultural issues themselves (not that one can ever completely separate the two). We don’t mask the large power differential between us and our students, but we’re not inviting negotiations about it either. In general, we’re side-stepping conflict—especially by not putting grades on papers at all, since grades are a prime source of conflict. In short, we seek to reduce struggle by trying to make life easier for us as teachers and writing more pleasurable for students as writers.

Yet in spite of these striking differences, we’d insist that we are in fact engaged in critical teaching. Consider the important parallels between the way Shor and his colleagues use contracts to resist the culture of capitalism and the way we use them to resist the culture of grading and assessment—and the nontrivial links between those two cultures. Capitalism (in our culture, anyway) helps induce citizen compliance by obscuring unfairness in how institutional power and authority determine success and failure. Whether winner or loser in this so-called meritocracy, you are supposed to accept the outcome as what you “earned”—your just dessert.

In a similar way, conventional grading—with the deeply ingrained cultural assumptions about evaluation and assessment—helps induce student compliance by obscuring analogous structures of unfairness. When a student says, “Why did you give me such a low grade?” the conventional answer is, “I’m not *giving* you that C minus. You earned it.” (Notice the market metaphor.) Students are supposed to accept without question that a one-dimensional form of evaluation is rational and just—and to feel that their critique of it is naively

personal: “He gave me a bad grade because he just doesn’t like me” or “because he disapproves of my ideas or point of view or ideology.”

The contract helps strip away the mystification of institutional and cultural power in the everyday grades we give in our writing courses. Using the contract method over time has allowed us to see to the root of our discomfort: conventional grading rests on two principles that are patently false: that professionals in our field have common standards for grading, and that the “quality” of a multidimensional product can be fairly or accurately represented with a conventional one-dimensional grade. In the absence of genuinely common standards or a valid way to represent quality, every grade masks the play of hidden biases inherent in readers and a host of other a priori power differentials.

While our contracts don’t directly counter the social injustices existing outside the classroom, they do resist the capitalism that seems to permeate the classroom air that students breathe. Throughout a grade-free semester, students can experience the value and true “payoff” of their “work”: the intrinsic rewards and pleasures of writing and learning, their tangible growth and development as they move from draft to draft, without being under the shadow of a grade.

On the one hand, our contract diminishes teacher and institutional power where it *cannot* be fair, that is, in using unreliable one-dimensional letter grades like B or C to represent the quality of multidimensional pieces of writing. On the other hand, we’re trying to take full responsibility for our institutional and personal power as teachers while also cultivating students as writers. We want to maintain high standards of writing quality even as we encourage and reward behaviors that improve writing. Contracts enable us to distinguish and enact both principles. In short, about behaviors, we take the gloves off; about quality of writing, we give students the power to decide (again, up to the grade of B). Thus we see ourselves working very much alongside Shor and his colleagues in fighting a large, societal, and culturally enshrined system that looks fair when it is not.

We acknowledge the ideological dimension in all pedagogical choices, but we don’t choose to foreground for discussion all the ideological implications in contracts. Our main goal is a system that can help teachers and students of all ideological stripes who want grading to be easier and fairer—who want to think more about writing and less about grades. Our immediate goal is to put more energy into figuring out which activities most reliably produce learning, and less energy into figuring out a numerical grade for a piece of writing.

Exploring the Main Features of Our Contract

Mixing Grades and No Grades

But how can we condemn regular one-dimensional grades and then use them at the high end of the grading scale? A theoretical scandal: quality doesn't count—except in certain situations. Our hybrid system gives no help with one of the biggest teacher headaches: grading students who are *desperate* for grades higher than B!⁷

Our original reasoning was merely timid—crassly negative and pragmatic: we were scared to “go all the way.” Our claim was minimal: that contracts let us give many, many *fewer* invalid, unreliable one-dimensional grades to represent writing quality. But as we've lived with this system over the years, we find ourselves with four positive reasons for our hybrid approach of giving a B for behavior and insisting on quality for higher grades.⁸

First, when students spend fourteen weeks doing everything the contract requires (which is a great deal), the quality of their writing improves enough to *warrant* a B by the end of the semester. At first, this was only an article of faith. Many other teachers have this same faith and say to students, “If you do all the work, I know you'll get a B.” But we put our faith into writing, and we've seen our faith borne out. (It would take experimenting to see if contracts would work for ten-week terms or short intensive courses or for open admissions first-year writing courses or first-year calculus or chemistry.)

Our hybrid system foregrounds the portfolio, and portfolios help justify our promise of a B. As weaker writers aim toward the final portfolio—choosing what pieces to include, revising them repeatedly during the semester, and writing an accompanying essay of reflection and meta-analysis—they improve their writing skill over fourteen weeks enough to actually warrant a B.

Second, there is huge disparity about what “B-quality writing” means. For some it means “truly competent work at the honors level.” (Most college catalogs call B an honors grade.) For many others these days, B means “adequate work—not really satisfactory.” Transcript readers have become cynical. Research shows that different teachers give different grades to the same paper.⁹ Nevertheless, individual teachers often struggle mightily to be consistent in giving *their own* grades. (We did before we started using contracts.) Teachers tend to feel obliged, for example, to figure out their borderline between B and B minus. Contract grading eliminates this kind of agonizing. But it does yield the identical final grade of B to a wider range of student abilities than other teachers may give. Our B student in someone else's class might get anywhere from an A minus to a C. But the variation of ability *within* our “B range” is no

greater than the variation *across* the B range of different teachers—even in the same department or writing program.

When it comes to final course grades, the symbol “B” is deeply meaningless for an additional reason. An excellent writer might get C or even lower because of missed classes and deadlines; a weak writer who shows remarkable diligence and improvement might get as high as a B from a teacher who doesn’t believe that the writing itself warrants a B.

Third, our peculiar mixture of grading and no-grading echoes an interesting theoretical decision that most teachers make—often without noticing: *behavior* and *writing quality* interact differently at different levels of the grading scale. That is, teachers often let “good behavior” pull grades up and down—but no farther *up* than a B. Their assumption matches the one underlying our own hybridity: grades above B can be earned only through quality of writing.

Fourth, our hybrid grading contract helps us resist grade inflation. It’s easier to maintain an aura of excellence for grades higher than B when the process of earning them is so special and emphasizes heightened vigilance about quality. The contract sends students a useful message: “B is an honors grade. Check it out in the catalog. Grades higher than B are only for writing of exceptionally high quality.” The contract also cuts down on grade inflation by disqualifying those students (especially in a first-year course) who write good enough essays to deserve a high grade, but who don’t meet all the terms of the contract. (See, by the way, Myford, Marr, and Linacre for the interesting argument that one-dimensional grades are *slightly* more trustworthy when they are high grades for high-quality work.)

Fuzzy Criteria

If one of our main goals for contracts is to reduce ambiguity and argument about grades, then how can we defend ambiguous and arguable criteria like “consistent effort,” “thoughtful feedback,” and “conscientious participation?” These criteria are particularly arguable because, strictly speaking, they focus on experiences inside the student rather than observable features in a text.

We avoid arguments and hard feelings in two ways. First, we don’t accuse someone of failing to meet one of these fuzzy criteria (such as “no effort”) unless the violation is grossly flagrant (for example, drafts far short of the required length). And if we call something a violation and the student argues against us, we’ll take the student’s word for it. In this way, we’re satisfied that we are calling attention to what we suspect is an effort problem, giving a fair warning, and providing incentive to work harder. Second, depending on the class, or

type of student, we sometimes build in several “check points” or formal times during the semester when we review students’ efforts to fulfill the contract. In other words, we want students to really try to produce substantive drafts or to give precise peer feedback. Checking in with students twice a semester specifically about their efforts to meet the contract is motivating and prevents misunderstandings.

The pedagogical principle behind fuzzy criteria is to highlight what we value most about good writing no matter how indefinable. If we think something is central to learning, we want to bring it to the forefront of student awareness by naming it and insisting on it in our contract. We settle for charitable, crude *yes/no* decisions in a realm where people usually emphasize subtle differences of degree. Even with our fuzzy criteria, we *vastly reduce* the number of issues about which one could argue, and our students don’t seem to find these criteria to be a problem (at least as we handle them).

In fact, Peter adds two more fuzzy criteria:

- **Perplexity.** For every paper, you need to find some genuine question or perplexity. That is, don’t just give obvious arguments for democracy or against dishonesty. Root your paper in a felt question or itch about the topic.
- **Thinking.** Having found a perplexity, use your paper to do some figuring out. Make some intellectual gears turn. Your paper needs to *move* or go somewhere. It needs to have a progression of thinking.

It’s more important to work for perplexity and thinking than to end up with a perfectly tidy essay. It’s okay if your essays have some loose ends, some signs of struggle—especially in early drafts. But this lack of unity or neatness needs to be a sign of effort, not lack of effort.

Peter holds students accountable to these criteria in the same oversimplified and charitable way we just described. Rather than spell out criteria that apply generally to all assignments, Jane generates particular criteria (e.g., “critiques the story of the self”) that characterize each type of paper students write in the course.¹⁰ There’s an interesting large principle here in assessment theory. Almost any feature of writing or studying that a teacher wants to emphasize as crucial for learning can be handled as a *yes/no* binary requirement.¹¹

Fuzzy criteria can produce more learning (and less wrangling) if we ask students to engage in self-assessment or “metacognitive thinking” about the criteria. For example, the guidelines can be very specific: “In your process note or cover letter, show how your essay demonstrates *perplexity* or *movement* of

thinking.” Or even, “What do you want readers to see, know, or understand about your subject?” Some other options are “What was your stake in this piece? What process of self-discovery, change, or enlightenment has writing this piece involved for you? What is significant or memorable about your essay to you as a writer?”

We could have avoided fuzzy criteria by using legalistically precise language. (The whole point of a contract, from a legal point of view, is to prevent lawsuits.) But precision is not our only goal. A contract allows us to present ourselves and our teaching authority more openly, humanly, and directly than most syllabi do.¹²

Handling Grades Higher Than B

At the end of fourteen weeks, we find it relatively easy to make high grade decisions. Students who didn’t fulfill the contract (some of whom are excellent writers) are disqualified from earning a high grade. We need only examine the remaining final portfolios that are particularly strong to decide which students get which grade higher than B. Often there are not so many.

But what’s easy for us is not easy for those students who *ache* for an A. No matter how hard we try to de-emphasize grades, we know we cannot prevent students in our present climate from being deeply preoccupied with grades. We don’t feel it’s fair to keep students in the dark all semester as to whether they are eligible for a higher grade. Jane provides plenty of feedback on papers—drafts on the way to the portfolio—but never raises the topic of grades herself—even in conferences or in class discussions of sample papers. Instead she refers to a paper’s qualities, emphasizing various criteria (e.g., having an identifiable purpose or a coherent form) for genres that have real-world counterparts. She wants students to establish shared standards about what makes an excellent paper and to apply these internalized standards when revising their papers.

But she doesn’t stop *students* from raising the topic of higher grades—which sometimes happens in conference after a final paper is due or as they are selecting papers for their portfolios. If a student asks, “Is this an A paper?” Jane might say, “Well, you’re working toward an A, but you’re not there yet.” Or, “You need to do some careful editing, but apart from sharpening your sentences, this is A-quality work.” By directly addressing the students’ concerns, Jane can either ratify or question their self-assessment—a process that she’s eager to support anyway.

Peter gives more explicit feedback about higher grades. As he reads a paper and thinks about feedback, he pauses to hear if a bell goes off in his head signaling, “Bingo, this paper or draft is truly excellent.” If so, he needs to pause yet a little longer to decide whether the writing *is* truly excellent or whether the bell went off only because of some one feature he especially loves. He doesn’t try to distinguish between different high grades. Making unreliable fine-grained distinctions in quality is exactly what we’re using contracts to avoid. But he gives only a general “gold star” notation that means: “If you have enough excellent performances like this—and if your portfolio reflects this level of excellence—you will get a grade higher than B.”

Handling Grades Lower Than B

Even though we’re trying to reduce the mystery about grades, we find it productive (in another instance of hybridity) to leave students in the dark about grades lower than B. We sacrifice clarity here for two reasons. (1) With our contract grading, we are frankly trying to badger and cajole *every* student into getting a B—that is, into doing everything we’ve specified in the contract. We are willing to make students nervous with our silence about just how far their grade will sink if they miss classes or deadlines or don’t review their group members’ papers. (2) But *when* our badgering fails, we want flexibility. We reserve the right to make individual judgments as to whether any particular dilatory student will get C, D, or F, depending on personal circumstances, not just on how much they’ve failed to do. Some teachers fear that a contract like ours won’t yield any grades *lower* than B. As they say in Australia, “No worries, mate.”

Improving Learning and Teaching

Contracts make evaluative feedback more effective for learning. Contract grading doesn’t get rid of evaluation but *decouples evaluation from grades* (up to the B). We give just as much evaluation as ever, and in fact we find ourselves freer to give negative feedback or criticism because it doesn’t betoken a low grade; we can be blunt without being threatening. *We* know that *they* know that no matter how much we criticize or even hate their paper, it won’t hurt their grade (up to a B). This shared understanding helps students react to our evaluation in a more sophisticated way.

That is, conventional grading pressures students into accepting what the teacher says in comments (linked as they are to the grade). As a result, too few students actually wrestle with whether they really think the teacher’s suggestions or comments make good sense. In short, grading too often seduces

students into thoughtlessness: “Just tell me what to do and I’ll go along—I want the grade.” This reaction is an understandable defensive tactic for maintaining one’s autonomy—an instance of what Robert Brooke calls “underlife.”

Contract grading creates a productive dilemma for students as they think about teacher feedback. They might disagree with the teacher’s comment—but then reflect on the fact that the teacher supposedly knows a lot about writing—but then realize that they are not *obliged* to go along. But they are left with the challenge of having to make genuinely substantive revisions.

When students (with conventional grading) just go along with teacher advice, they don’t do their own rhetorical thinking. Brooke argues that the key to learning in a writing class involves a subtle but powerful change in role: for students to stop experiencing themselves just as *students* trying to satisfy teachers—and to begin experiencing themselves as *writers* engaged in trying to have an effect on readers (Brooke, “Writing”). Consider this student’s response: “Even some of the suggestions from Professor Danielewicz I turned down just because I thought it took away some of my personal voice in some places.”

Of course, students desperate for grades higher than a B are still in hock to teacher evaluation, but even these students inhabit a somewhat different grading world because they know they can count on a B—however much they say they scorn that grade.

Contracts Give Students More Control. Uncertainty about grades often leads to irrational or unproductive feelings in students like fear of failure, writer’s block, or anxiety about how the teacher is applying hidden, subjective grading standards.¹³ The contract removes or at least diminishes their helpless feeling since fulfilling the contract is wholly a matter of concrete activities over which they can keep control.¹⁴ With conventional grading, many students ascribe their low grades to causes that make them resentful or even make them give up: “I’m not good at English,” or “The teacher didn’t like me.” (And, face it, sometimes we *don’t* like a student—and here the contract is a godsend.)

With contracts, the writing becomes what’s at stake, not so much the grade. Students are more open to radical changes and are more inventive in how they might approach an essay, since they have a solid cushion of safety if the draft turns out to be a disaster. Peter likes to encourage students to try risky experiments that are hard to pull off, especially when a midprocess draft is strong. Jane finds that some students willingly scrap a weak or unpromising draft and start all over—a strategy she could never reasonably advocate in a conventional grading situation. Students have the opportunity to “think big” without penalty.

We are deeply grateful, by the way, that the contract (by way of multiple drafts, frequent peer review, and substantive revising) reduces the kind of panic that leads to plagiarism.

Contracts Yield More Work from Students. Teachers who consider contract grading might feel nervous about getting papers that do no more than fulfill our requirements, and therefore have to call them acceptable for a B—drafts that students haven't struggled over. But when students do “no more than” fulfill the contract requirements, the amount of work is actually quite gratifying to a teacher. We may get less strain-clench-struggle effort—and certainly less panic—but we usually get a solid amount of work, even if some of the papers are definitely weak. Some papers during the first half of the semester are downright poor, but students tend to get more skilled by the term's end because of doing all these tasks. But the contract doesn't let them turn in a merely perfunctory draft or settle for merely perfunctory revising. If they really do all the tasks we ask for, we see no need for their work to be fueled by anxiety. Relaxed diligence increases the chances that students might invest in their choices and thus engage themselves personally in their topics, improving their writing quality and satisfaction overall.

Remember how the contract changes the dynamics of our feedback on their writing. Drafts and revisions that satisfy the terms of the contract are, yes, officially and fully “acceptable” for the grade of B. But the contract makes us freer than before to call attention to weaknesses and to challenge the more competent writers. We can pile on our misgivings, pointing out the real problems, without holding students hostage to grades.

Many teachers assume that grading is the only way to get work out of students. But the causal link between grading and effort is tenuous at best. The assumption says that if we award fair grades, students will work appropriately. But the link often fails. Some students get good grades without much work, some give up, a few don't care about grades at all, still others work only to psych out the teacher rather than really learn—while the occasional student cheats or plagiarizes.

The contract creates a link between grades and work that is more frank and less roundabout: “To get a B you must do x, y, and z.” As a result, we find the contract yielding more *total* work: more tasks done thoroughly by more students—more “student ergs.” The effect is most striking with skilled writers who must now engage in learning tasks they used to skip.

Contracts Yield More Motivation—of Two Sorts. The rationale for conventional grading is that it produces extrinsic motivation. When it works,

it motivates students with the hope of a good grade or the worry of a bad one. (Conventional grading can lead some students and teachers alike into believing that work is motivated by free choice when really it is not.)

Contract grading also produces extrinsic motivation—but in an unambiguous fashion: “You *must* do these things.” However, we use extrinsic motivation as wedge to create more breathing room for *intrinsic* motivation. Every time students have to revise their essays, they can choose to ignore any teacher advice (as long as they make substantive revisions), and they have the choice of doing less or more—all this without affecting their grade up to a B. We capitalize on the extrinsic motivation by sending a message that many adolescents need to hear: “Don’t panic or be anxious; *just do the work!*” With contracts, the responsibility for choosing what to do with a paper is shifted toward the students: “We actually *do* want you to sweat over your writing—not for the sake of a grade but because *you* care about it!”

Only a minority of students come up with this rarer form of true, intrinsically fueled struggle—and only gradually (though we are thrilled when they do). Contract grading can’t magically transform students’ values, but it can give *all* students a space that *invites* internal motivation, not just externally imposed motivation. Sometimes it’s the students who have been defeated by grades who start to show the ability to work under their own steam—students who normally don’t strive for excellence in a graded situation.

Contracts Reduce Our Record Keeping. With contract grading, we need to record *only* those occasions when someone has failed to meet the conditions for the contract—or exceeded them. Thus for some students, we have absolutely no grade-oriented record for the whole semester. For the rest, we record nothing but missed classes or late papers or other failures to meet the requirements—or occasions when the quality of a student’s work seems to us to be genuinely excellent. It’s not that we write less about student work, but these comments are mostly feedback to students and not oriented to the grade. (We illustrate record keeping in the online appendix.)

Principles of Variation: Contracts for Different Settings

We developed our contracts while working at strong public universities. But we don’t believe our good results depend on institutions like ours. Shor and his colleagues used their grading contracts with working-class students at urban, commuter colleges. Contract grading lends itself to variation. Teachers or programs can easily customize their contracts to fit their particular goals, priorities, and situations.

Simple or Complex?

Contracts can be as simple as the classic fifth-grade model (“Six book reports earn an A; five book reports earn a B; three yield a C”). Or they can be far more complex than what we’ve described. Contracts invite us to name what is important to us—in as much or little detail as we feel is appropriate. (See the online appendix for a few sample contracts.)

Contracts for the Grade of A

In our contracts, we’ve tried to work within two demanding but exciting constraints: first, the B should be available to *every* student—that is, not dependent on skill or prior training. (We couldn’t retain this claim if some of our students were radically unable to handle written English.) Second, all decisions about what is acceptable for the B must be made without regard to judgments of writing quality.

To make contracts for an A, we would probably have to drop those constraints and specify criteria or features of “good writing” that not every student could attain. These criteria would probably require judgments about quality.

The easiest way to do this would be to specify the features needed for an *A for each assignment*. Thus, if Jane’s contract were developed or expanded to yield an A, she would probably have an assignment-based contract like this:

To earn an A, each paper in your final portfolio must exhibit the qualities characteristic of that genre. In your portfolio letter, please identify each paper’s genre and discuss how that paper exemplifies these qualities.

It would be more difficult but possible to try to specify features or qualities of good writing that apply to all assignments—whatever their genre. Such an approach might read as follows:

To earn an A, each paper in your final portfolio must exhibit the qualities listed below. In your portfolio letter, please discuss how each of the qualities can be seen in the papers you include.

Also, a teacher could require skills that some students probably *won’t* be able to attain in fourteen weeks. A contract might name features of excellent writing such as sound reasoning, good audience awareness, effective organization, clarity, or voice. These are the kinds of criteria that we seek for grades higher than a B—while nevertheless not constructing a contract for A.¹⁵

Contracts for Different Populations of Students

Grading contracts are particularly useful for special populations or specialized courses.¹⁶

Basic writers. Contracts are promising here because basic writing courses so often stress quantity of work, fluency, and a supportive climate. Teachers of basic writing are not usually preoccupied with fine-grained distinctions between degrees of excellence or poorness in texts but instead focus on issues such as generating and developing text. For just this reason, many basic writing courses already use pass/fail grading. In fact, pass/fail systems usually boil down to a tacit contract—but one that lacks specificity and rests on unarticulated assumptions. A pass/fail system would benefit greatly from the explicitness and teeth of a contract.

Honors students. Jane developed contract grading with honors sections of first-year writing because students in these classes tended to be hyper-anxious about grades. Despite their history of good grades, they often harbor deep fears about how they might fail now that they're in college, or in classes outside their major areas. Interestingly, she noticed that honors students seem highly critical of their abilities as writers. (One student described the contract this way: "I saw it as the netting beneath the high wire as I walked across the tightrope, striving to make an A, I knew that if I fell, the netting would catch me.") The contract counteracts this "fear of failing" because it calls for exactly those traits honors students know they have: diligence, organization, and simple effort. The contract helps them experience more control over their grade and feel less subject to the often conditional approval of teachers. The honors course challenges them to experiment with form, subject matter, and techniques that go well beyond what they mastered in high school. They risk moving outside comfortable familiar forms because, even if they create disasters, they know they can count on "nothing less than" a B.

Students who feel alienated from writing. Many students fear or dislike writing or feel inept at it (though some of them are actually fairly competent). Many science, math, and engineering students fall into this category. Such students do well on short answer or objective tests but feel they can never demonstrate their considerable intelligence through writing. They believe the odds are stacked against them on essay exams or assignments and that practiced or skilled writers have an unfair advantage. The guaranteed, respectable grade of B helps allay their nervousness about writing and encourages some verbal adventure. On an anonymous course evaluation, one student wrote, "I

learned that just because I'm a math major I can still write things that aren't completely awful. I liked the contract part because it let me focus more on writing than on the grade." (We know one teacher who made a special contract for a learning disabled student in her class.)

Contracts for Individual Classrooms versus Whole Programs

Our individual experiments with contract grading were so pleasing that we both felt comfortable introducing them as a grading alternative in the writing programs at our respective universities. At the University of Massachusetts at Amherst, Peter proposed his grading contract as an option for *all* instructors of first-year writing; other staff members were nervous about this and prevailed upon him to start with a contract for B/C. After a few trial semesters, the staff was confident enough to invite B contracts.

At the University of North Carolina, Jane first used the grading contract in an honors course, but several curious instructors (teaching regular argument-oriented writing courses) asked to try out the contract. These instructors particularly appreciated the freedom to comment directly on the writing while forgoing the need to assign letter grades on every paper. Their enthusiasm spread, and contracts were formally added into the writing program staff manual as a grading option (along with traditional grading, portfolios, and holistic scoring).

In sum, the genre of contracts is a natural form for experimentation. Even teachers who are not free to depart from a conventional grading system can experiment tentatively with a contract for only certain assignments, or for certain features of a course—perhaps for all course activities except major essays—or even for everything except final drafts. This would give students and teachers a feeling for contract grading with very little risk.

Final Reflections

The basic principle in contract grading is simple but radical: what counts ("counts," literally, for the grade) is *going through the motions*. That is, contract grading focuses wholeheartedly on *processes* whereas conventional grading focuses much more on products, outcomes, or results. With the flexibility of contracts, teachers can highlight those processes they value, thus allowing individual commitments (like those expressed by Shor, Moreno-Lopez, and Thelin, for instance) to be highlighted and built into the classroom experience. Furthermore, critical processes like revision and peer review that cannot be accounted for in conventional grading are easily integrated into contracts.

The bottom line is that contract grading fosters a deep commitment to process. If we seek to use physical exercise for health or fitness, the message from experienced people is the same: just keep going through the motions; trust it; it's the process that counts. William James famously argued that actions are not caused by emotions or beliefs; rather, actions *lead to* emotions or beliefs.

Discussions of grades and grading tend to become emotional and heated, sometimes ugly, since grading has so often been a source of pain. Many people have been deeply shamed or hurt; yet sometimes it's the diligent "A students" who worry and feel most terrible when the gold star fails to appear. Most teachers carry an additional layer of distress because they have *given* so many grades—knowing all too well how much they matter to students and how often they fall short of fairness. It's hard to think clearly in an area of anxiety and hurt.

It might seem contradictory or even laughable to talk about pleasure in a discussion about grading, but contracts do make us and our students happier. Using contracts, we find we can approach each new semester knowing that we will spend more time and energy on what we like doing—responding to papers, talking with students about writing, and inventing activities that produce more good writing. We won't need to devote much time attending to grading. The time we do spend is the least onerous part of grading. We'll be reading over portfolios with papers we know have been carefully and repeatedly revised, and assigning high grades to truly excellent portfolios.¹⁷

Contracts don't solve all our grading problems. But they enable us to more directly acknowledge our institutional power as teachers and to use that power productively by focusing students' attention on writing, not grading.

Notes

1. This essay is accompanied by an extensive appendix, available online at: <http://scholarworks.umass.edu/peter_elbow/> or at <<http://english.unc.edu/faculty/danielewiczj.html>>. The appendix provides a brief review of the literature related to "learning contracts" and their origins in adult education, a history of our work with contracts, sample contracts for different grades and populations, plus other related practical information like record keeping.
2. Following the nineteen essays in the Tchudi collection is a short section of "workshops." One of them (Radican) has a page and a half on contract grading and notes for a workshop on the topic.
3. Peter's thinking here has some roots in past experiments with contract grading. In 1971 he described a grading contract he had used in an experimental introduction to a literature class at MIT:

Anyone who follows [the three] rules is guaranteed an A. If not, he is not taking the course and I ask him to drop it or flunk it. . . . (1) The student must state on paper, for everyone to read, at the beginning, what he wants to get out of the course; at mid-term and end of term, what he thinks he is getting and not getting. Each student may pursue his own goals; read anything and go in any direction. The only constraints are those imposed by reality. For example, I make it clear I am not going to spend any more time on the course than if I taught it in a conventional way. (2) Each student must read something each week: either literature or about literature. I offer my services in helping people find things suitable to their goals. (3) Each student must put words on paper (even if only to say he does not wish to write) once a week and put it in a box in the reserve reading room where everyone can read everyone else's and make comments. . . . Attendance is not required. ("Exploring" 745)

Here are some conclusions he drew from his experiment (quoting the same essay):

[T]he amount of freedom in a course makes less difference than how clearly it is distinguished from constraint. . . . [Thus] rules are often a good thing. . . . if there is any haziness or ambiguity about the choice, many students get stuck at the stage of feeling subtly constrained. . . . I suppose this whole exploration of the importance of being unambiguous about freedom and constraint—this renewed attack on the old problem of freedom and necessity [the topic of Peter's recently completed dissertation and first book]—is merely an extended way of saying that I find an inescapable power relationship in any institutionalized teaching. I feel this power relationship hinders the sort of learning situation I seek—in which the student comes to act on his [sic] own motivation and comes to evaluate ideas and perceptions on their own merits and not in terms of who holds them. I feel I can best minimize this power relationship by getting the weapons out on the table. Trying to pretend that the power and weapons are not there—however swinging I am and however groovy the students are—only gets the power more permanently and insidiously into the air. (747–50)

I want a chance for my words to penetrate to a level of serious consciousness. And that need is great enough that I'll pay a large price. . . . If I want to be heard at all, I've got to set up a situation in which the options of whether to hear me or tune me out—whether to take me seriously or dismiss me—are more genuine than in a normal classroom field of force. I'm refusing, therefore, to be short-circuited by a role in which students react to me with the stereotyped responses to authority: either automatic ungentle acceptance or else automatic, ungentle refusal. (752–53)

4. Radican suggests that we “specify the quantity and quality of work required for a base grade of C” (289). Moreno-Lopez uses a contract like Shor’s, but to phrases like “A quality,” she adds an asterisk leading to this note: “If the teacher’s criterion is questioned, a committee elected by and comprised of students will review the written assignments and decide what A, B, C or D quality means.” It’s possible that there is no grading at all in some of the individual contracts that Shor, Moreno-Lopez, and Thelin specifically invite students to work out in a one-to-one fashion with the teacher if they don’t like the teacher model. Shor says he had few of these.

Shor describes the moment in class when his students challenged him about his grading judgments (86–87). How was he going to know what was “A quality writing,” one of the features on the provisional contract. Shor reports being troubled by the question and tries to reassure the students since he can’t abolish grades completely. He admits he cannot escape subjectivity but tells students he has been evaluating writing for twenty years and asks them to trust him. Shor writes about a response he gave “on the spot”: “So, I fell back *faute de mieux* on my ethos, my face of good-intentions—experience, openness, fairness—jury-rigged with strands of serious thought I look for in student writing, coupled to ways for students to contest my decisions and to rewrite for higher grades” (87). Some students did complain and question his grading judgments. In contrast, our approach is to make criteria explicit and to eliminate most grading judgments altogether. Fewer grades mean fewer contestations.

5. Peter likes to call his students’ attention to this institutional dimension in the opening words of his contract: “Imagine that this weren’t an official course for credit but instead that you had all seen my advertisement in the paper and were freely coming to my home studio for a class in painting or cooking. We would have classes or workshops or lessons but there would be no official grading. Of course I’d give you evaluative feedback now and then, pointing out where you’ve done well and where I can suggest improvements. But I wouldn’t put grades on your individual paintings or omelets or give you an official grade for the course. That home-studio situation seems to me more conducive to learning than the one we have in this course—where many of you are obliged to be here as a requirement, and I am obliged to give you an official University grade. But even in these conditions, I’m doing what I can to approximate the evaluative conditions of a home studio course.” (Of course some institutions avoid grading. Peter taught for nine years at Evergreen State College where only written evaluations were used.)

6. At UNC, instructors teaching regular composition classes often do use an explicit contract, asking students to sign the contract to ensure they have read and understood the conditions. See the online appendix (note 1 above) for a sample.

7. A reflection about hybridity is in order. It looks like a problem, and it certainly complicates things. But hybridity is the norm rather than the exception. Here is Renato Rosaldo on this theme: “On the one hand, hybridity can imply a space be-

twixt and between two zones of purity in a manner that follows biological usage that distinguishes two discreet species and the hybrid pseudo species that results from their combination. . . . On the other hand, hybridity can be understood as the ongoing condition of all human cultures, which contain no zones of purity because they undergo continuous processes of transculturation (two-way borrowing and lending between cultures). Instead of hybridity versus purity, it is hybridity all the way down” (foreword xv).

8. Interestingly, Gandhi started out practicing vegetarianism and nonviolence for utterly pragmatic reasons—as a promise to his mother so she would let him go to London. Only very gradually did he come to see these as matters of deep spiritual principle. We don’t claim Gandhian stature or a spiritual status for contract grading. We’re calling attention to a neglected but important intellectual process whereby a pragmatic, messy compromise, devoid of commitment, sometimes leads to committed and theoretically based principle. See Ashe’s biography for this central feature in Gandhi’s life.

9. Even the best readers disagree (as we see among eminent literary critics). O’Hagan asserts that “studies from the early 1900s to the present show that any given composition can receive a range of scores from A through F. Teachers apply different criteria for grading writing, which means that an A can never have universal meaning” (7). (Kirschenbaum, Simon, and Napier summarize extensive research. See also Diederich for the classic study.) Not only do teachers differ in their judgments, but they are liable to apply their own scales inconsistently from paper to paper. (McKeachie found that teachers rated an average paper as excellent if it was read following several weak papers.) Any system that accommodates effort and yields final grades that are not too unrelated to quality will be favorably regarded by most students and teachers.

10. Experience with contracts led Jane to articulate specific features of writing as a way to handle grades higher than B. Her course focuses on four distinct genres; for each genre (e.g., biography, personal essay), she publishes a list of features with examples drawn from common readings. On these lists appear qualitative criteria such as “richness of detail” and “voice” that are essential for excellent writing and a high grade, but that may be achieved very differently depending on the genre or the individual writer’s approach. These qualities can be used as an analytic grid that peers or teachers can use in giving feedback on drafts.

11. We take the same approach to copyediting. Where most teachers treat it as an analogue matter of degrees of error or correctness, we’ve found it helpful to treat copyediting as a yes/no task. We insist on it only for the very final drafts of major essays and acknowledge that students may legitimately get help at this stage of the writing process. If this last copyedited version is not “virtually without error” (that

is, virtually free of deviations from the conventions of Standard Edited English), the paper is not acceptable and fails to meet the terms of the contract.

12. In an interesting rhetorical analysis of syllabi as a genre, Anis Bawarshi helps us explain our practice to ourselves: “The syllabus, therefore, is not merely informative It establishes the habitat within which students and teachers rhetorically enact their situated relations, subjectivities, and activities” (125). He continues: “It is perhaps this desire to mask power as solidarity that most characterizes the syllabus, a desire that teachers, as the writers of the syllabus, acquire, negotiate, and articulate. Positioned within this desire, the teacher tries to maintain the contractual nature of the syllabus while also invoking a sense of community. On the one hand, the teacher has to make explicit what the students will have to do to fulfill course requirements, including the consequences for not doing so. On the other hand, the teacher also has to create a sense of community with the students so they can feel responsible for the work of learning” (122). With contracts, we don’t think it’s possible to create a community of true equals with our students, but we feel we’ve been able to move further toward a useful community spirit by not masking our power.

13. Magolda’s longitudinal research on college students shows that, developmentally, first-year students are predominantly “absolute knowers” (68 percent) who feel more comfortable with discrete, unambiguous evaluation and depend on gaining knowledge from their teachers. This helps explain why so many first-year students are so anxious about grades. The Mann Groups Student Types study indicates that 26 percent of students are “anxious dependent,” who show “excessive concern about grades” (reported in Lowman, 78).

14. The ambitious Coleman Report probed for correlations between student success and an enormously wide range of factors such as teacher training and class size and dollars spent per pupil. Researchers found that students’ sense of control (what they called “locus of control”) “was more highly related to achievement than any other factor in the student’s background or school.” In a review of research on grading, O’Hagan points out that students often don’t know how to make sense of the grades on their papers. She concludes that traditional grades don’t actually provide students with any useful information and may mislead and confuse students.

15. When Peter was away from his home campus and felt freer to experiment with contracts for the required first-year writing course, he tried to create a contract for an A that every student could achieve and that did not involve judging quality of writing—and yet one that would make him feel secure in awarding the grade of A. He succeeded in making an interesting list of extra activities required for an A, but the experiment has to be called a failure. He set tasks that were too onerous and off-putting. Even the most skilled and diligent writers settled for a B. (Examples:

doing extra analyses of one's own and others' writing; sending off something for publication; see the online appendix for the list.) For many years, Peter has used A contracts in upper-level graduate seminars. These have varied a bit as he experimented. Since these are contracts for older, more committed Ph.D. students working by choice in a small seminar setting, they differ greatly from contracts for first-year students in a required writing course (see the online appendix for an example).

16. In her advanced composition courses, Lynn Bloom was pleased with contracts: "Thanks to the grading contract, I've had the best advanced comp class ever. I feel as if I've finally (!) learned how to teach it. My students are happy (the chronic class-cutters seem resigned to their fate), and the general sense is exhibited by several who said that because they didn't have grades, they picked more challenging subjects and worked harder on them than they would have if they'd been graded and stuck to safe topics. Many were sufficiently charged up by what was going on in class (mostly workshops) that their attendance rate skyrocketed in comparison with their usual disappearance and detachment. I cannot account for the mentality of those who cut class a lot; they knew the consequence upfront and nevertheless chose not to be there—although their writing was in fact pretty good" (email to authors, May 9, 2000).

17. Our thanks to the UNC graduate instructors—Michael Dowdy, Nathaniel Cadle, and Risa Applegarth—who experimented with contracts and shared their results with us, and to Seth Martin for his research assistance. Dr. Ed Neal from the UNC Center for Teaching and Learning provided contract samples, including one of his own. We appreciate our colleagues Irene Papoulis and Don Jones, who gave us feedback on early drafts of this essay.

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