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A Unilateral Grading Contract to Improve Learning and Teaching [co-written with Jane Danielewicz]

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Authors	Elbow, Peter
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A Unilateral Grading Contract to Improve Learning and Teaching

Jane Danielewicz and Peter Elbow

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. In this essay we are suggesting a way to produce these grades that improves learning and teaching. We seek not only to help students learn more and function better as learners; we also want a grading system that encourages them to be the kind of persons our world needs; furthermore, we want to make our own teaching easier and more satisfying. That's all.

Till 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 1973; Zak and Weaver, 1998).¹ In Stephen Tchudi's 1997 collection of nineteen essays about *Alternatives to Grading Student Writing*, none 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 work load 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 brought contract grading into some prominence in composition studies.

It will be useful to 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, though Jane's is an honors section.³ We use slightly different wordings, but here is a summary of the central provisions common to both of us:

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, on-line discussion boards, answering peer questions);
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. copy-edit 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 mid term 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 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 these criteria. 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 till the end of the semester, when we have student portfolios in hand.⁴

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 "An 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, we sometimes grade and usually don't grade—while they sort-of-grade all of the time.⁵

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.⁶

About the Nature of the Contract

Shor and his colleagues use a contract that is mutually negotiated—in an effort to make both parties as equal as possible. Ours is unilateral and gives students no power over rules. But it's hard to get away from hybridity and compromise. Moreno-Lopez describes a limit to how much power she is willing to give students:

“Students wanted me to eliminate [the attendance requirement]. After explaining my teaching philosophy (and the necessity of creating a community in the class in order to enhance learning), we added to each grade-contract the possibility of one additional excused absence” (online).

In the end, there is a kind of mirror contrast between their contract and ours. With their goal of inviting students to take more control over their lives, 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 to determine course requirements and student behavior.

Note, however, that we're not holding 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.

The word “contract,” by the way, might be criticized as inappropriate for something we impose so unilaterally on students. But “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.” In addition, 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.

About Critical Teaching

It would seem as though Shor and his colleagues provide prime examples of critical teaching while our contracts imply something very different. Their approach is explicitly political and ideologically aware; they put lots of attention on the world outside the classroom and look at writing through a social cultural lens. They make it clear to students that they are using the classroom to help resist capitalism. They see the classroom itself 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 inevitable and appropriate.

Our approach would seem 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 politics and culture. Of course political and cultural issues turn up in student writing, but our tendency is to discuss the effectiveness of the writing more than political and cultural issues themselves (not that one can ever completely separate the two). Obviously we’re not hiding the big power difference between us and our students, but we’re not inviting negotiations about it. In general, we’re side stepping conflict—especially by not putting grades on papers at all, since grades are a prime sources 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.

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 (as we have it, anyway), helps induce citizen compliance by obscuring unfairness in how institutional power and authority function in determining who’s a success and who’s a failure. Whether winner or loser in this so-called meritocracy, you are supposed to accept the outcome as your rightful due—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 uncover 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. Professionals in our field do not have common

standards for grading; and the “quality” of a multidimensional product can not 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 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. Since the time period during the semester is grade-free, students can experience the value and true pay off of their “work”: the intrinsic rewards and pleasures of writing and learning, 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 numbers like B or C to represent the quality of multi-dimensional pieces of writing. On the other hand, we’re trying to take full responsibility for our institutional and personal power as teachers. We want to encourage and reward behaviors that improve writing while at the same time maintain some standard related to writing quality. Contracts enable us to distinguish and enact both principles, while conventional grading inevitably defaults to the problematic position that “writing quality tops all.” In short, about behaviors, we take the gloves off; about quality of writing, we give students 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 haven’t tended to promote the ideological role of contracts. Perhaps we have been failing to exploit teachable moments. 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. We acknowledge that all pedagogical choices are inflected ideologically and that ideological work often gets done without calling attention to itself.

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.” At best, our bottom-line defense is pretty shaky: we still assign some invalid, unreliable one-dimensional grades to represent writing quality, but we give far fewer of them. Now, however, as we’ve lived with this system over the years, we find ourselves with three positive reasons for our hybrid approach of giving a B for behavior and insisting on quality for higher grades.⁸

(1) 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 or hope, but over the years we have seen it borne out. (So the contract might not work for short intensive courses—perhaps not even for ten-week terms. Nor perhaps for open admissions first-year writing courses, or first-year calculus or chemistry classes.)

Our hybrid system foregrounds the portfolio, and portfolios help justify our promise of a B. When weaker writers have to choose which works to include and write the accompanying essay of reflection and meta-analysis—these processes are key factors in helping them improve their writing skill over fourteen weeks enough to actually warrant a B. (The portfolio also helps us decide whether to give some students a higher grade, since these grades require an exemplary portfolio—along with fulfilling the contract requirements.)

From discussions with first-year writing teachers, we realize that many start off the semester with an informal oral promise not so different from ours. They might say something reassuring: "If you do all the work for this class, I can assure you that you'll end up earning a B." That is, many teachers believe that their requirements and their teaching are effective enough to produce writing worth a B. We believe it too because we've tried it—so now we formalize that promise in writing.

(2) There is huge disparity about what "B-quality writing" means. At one extreme, some students and teachers interpret B to mean "truly competent work at the honors level." (Most college catalogues call B an honors grade.) At the other extreme (where so many students and teachers currently live), B means, "adequate work—not really satisfactory." Transcript readers have become fairly cynical. Few of them equate a B in first year writing with "excellent."

Plenty of research shows that different teachers give different grades to the same paper.⁹ Nevertheless, individual teachers often struggle mightily to be consistent in *their own* grades. (We know we did before we started using contracts.) Teachers feel obliged to figure out their line distinguishing, say, B from B minus. Contract grading eliminates this kind of agonizing. However, it does mean that we end up giving the identical final grade of B to a much wider range of student abilities than other teachers may do. 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. After most teachers struggle hard to settle on an accurate grade to represent the quality of a student's writing over the course of the semester—using a finely tuned scale of pluses and minuses from A to F—they turn around and bury this verdict completely. No reader of final course grades can trust that the grade she sees bears even a close relation to the quality of the student's writing. 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 even as a B from a teacher who doesn't believe that the writing itself warrants a B.

(3) 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.¹⁰

Fuzzy Criteria

If one of our main goals for contracts is to reduce ambiguity and argument about grades, how can we defend ambiguous and arguable criteria like "conscientious 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 ("no-effort," for example), unless the violation is grossly flagrant (e.g. drafts far short of the required length). Secondly, we'll always take the students word for it. Thus we sometimes find ourselves writing a comment like this: "It looks to me as though you really didn't put much effort into this paper. Come talk to me if I'm wrong about this. Otherwise, next time I'll treat this kind of paper as not acceptable for the B contract." If a student persists in the claim of "genuine effort," we'll relent—even if we doubt it. In effect, we're calling attention to what we suspect is an effort problem—but then giving in. About plagiarism, though, we hold a firm line. But we seldom worry about plagiarism because we see so much of their freewriting and other low stakes writing—and use multiple drafts and insist on substantive revising.

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. The price we pay is to insist on these criteria somewhat symbolically—that is, with flimsy teeth. We are settling for charitable, crude *yes/no* decisions in a realm where people usually emphasize subtle differences of degree. In effect, we are looking at a fine-grained analogue realm through a gross, binary lens where there are only two possibilities.

Our contract does bring in some qualitative criteria, but the main effect is to *vastly reduce* the number of issues one could argue about compared to conventional grading. 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 tell four obvious reasons why dishonesty is bad or why democracy is good. Root your paper in a felt question about honesty or democracy--a problem or an itch that bothers you.

Thinking. Having found a perplexity, use your paper to do some figuring-out. Make some intellectual gears turn. Thus your paper needs to *move* or go somewhere. It needs to have a progression of thinking.

Please don't let these last two criteria bother you. I am not asking that your essays always be perfectly tidy, well organized, and unified. I care more that you think hard and work through the question than that you find a neat answer. 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. In her contract, Jane does not spell out criteria that apply generally to all assignments; rather, she generates particular criteria (e.g. “critiques the story of the self”) that characterize each type of paper students write in the course.¹¹ Her contract simply specifies that students’ papers demonstrate such qualities. But whether an individual feature of the contract (like Peter’s) or a general requirement to “meet criteria for all assignments” (like Jane’s), we treat these fuzzy criteria with the same mindset. 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.¹²

Fuzzy criteria can produce more learning (and less wrangling) if we ask students to engage in self assessment or “meta-cognitive 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 present ourselves and our teaching authority more openly, humanly, and directly than most syllabi do. Contract writing seemed to us to invite simple, down to earth language in a human tone of voice—just asking frankly for what we really want.¹³

Handling Grades Higher than B

At the end of fourteen weeks, we find it relatively easy to make high grade decisions. We disqualify students who didn't fulfill the contract (some are excellent writers) and then look more closely at the remaining final portfolios that are particularly strong. Only then must we 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. (Also, we worry

about students at the opposite end as well, those who “hope” they are doing well, who might mistakenly believe that “no news from us is good news.”) We recognize the need for some feedback about grades. So we use the contract to try to reduce the mystery of grading and not leave students too much in the dark about their grade.¹⁴

But how explicit should we be in telling students about their grade status during the semester? We thread a pragmatic middle path between telling them more versus less. If we were to tell them the most, we would put one of four grades on every major draft and paper: *Okay for the contract, B plus, A minus, or A.* (When Peter was writing program director at UMass, some of the teachers he admired went somewhat toward the tacit extreme. They banned any conversation about grades till mid-semester portfolios. They were insisting on a kind of “drying out” period for students where grades couldn’t enter the conversation.) If we were to tell them the least, we would give students *no* indication at all about the possibility of a high grade till the very end of the semester when we have their final portfolio in hand.

Jane places herself pretty near the middle. She doesn’t signal a possible higher grade in her feedback on papers, during writing conferences, or in class discussion about sample papers. Her goal is to emphasize various criteria for specific genres that have real world counterparts. She wants to establish with students shared standards about what makes an excellent paper, and for these internalized standards to come into play as students are revising their papers. She uses criteria like showing rather than telling; having an identifiable purpose; producing a coherent form. When students give peer feedback or discuss their papers in conferences, they attend to the specific criteria that have emerged as definitive for an excellent paper.¹⁵

But she doesn’t stop *students* from raising the topic of higher grades—as they sometimes do as they finish final drafts for each unit, or when they’re choosing and preparing publication drafts for their portfolios. (At both points, students are writing process letters and having conferences.) 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. Focus on developing the ending, perhaps in the ways we just talked about.” Or, “You need to do some careful editing, but, apart from sharpening your sentences, this is A-quality work.” By giving a direct answer about the grade, Jane can ratify or question the student’s self-assessment—a process that she’d like to support anyway.¹⁶

Peter places himself a bit further toward the explicit extreme. 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.” When this happens, he tries to make himself pause yet a little more and decide whether the writing is truly excellent or whether the bell went off only because of some one feature he especially loves. If he decides it’s a genuinely excellent paper, he doesn’t try to distinguish between possible high grades. Making unreliable fine-grained distinctions in quality is exactly what we’re using contracts to avoid. He gives only a general “gold star” notation that means: “This is genuinely excellent work and exceeds the requirements for the contract. If you have enough of these performances—and if your portfolio reflects this level of excellence—you will get a grade higher than B.”¹⁷

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 because we think it's important for learning, a principle of competence-based learning (see endnote 12). We are willing to make them 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.

Here's a typical final clause in our contracts:

About grades lower than B

I hope no one will aim for these grades. The quickest way to C, D, or F is to miss classes and show up without assignments. This much is non-negotiable: You are not eligible even for a passing grade of D unless you have attended at least 11 of the 14 weeks of classes and completed 90% of the assignments. And you can't just turn in all the late work at the end. If you are missing classes and behind in work, please stay in touch with me about your chances of passing the course.

Some teachers fear that a contract like ours won't yield any grades *lower* than B. As they say in Australia, "No worries, mate."

HOW THE CONTRACT IMPROVES LEARNING AND TEACHING

It makes evaluative feedback more effective for learning

Contract grading doesn't get rid of evaluation. It does, however, help to *decouple 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. Sometimes it's knee jerk acceptance: "Of course my teacher knows best. Her good advice will improve my writing and my grade." But sometimes it's negative thoughtlessness: "My teacher has weird preferences." Or "She just wants academic nonsense, politically correct stuff. But 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."

We like how contract grading can often make students have to think their way out of a productive dilemma:

I don't agree with my teacher's judgments. I *like* what she criticizes. And I *don't* like her suggestions. Yeah, she might be right, she's the teacher. But the contract means I *don't* have to go along with her. But I *do* have to make some kinds of substantive revisions in quite a few places. Hmmm. I've got to think.

When students 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. 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.

The Contract Gives Students More Sense of Control

Uncertainty about grades often leads to irrational or unproductive feelings like fear of failure, writer's block, or anxiety about how the teacher is applying hidden, subjective grading standards. The contract removes or at least diminishes their helpless feeling that the grade is a subjective judgment made by a teacher that is entirely out of their hands. Fulfilling the contract is wholly a matter of concrete activities over which they can keep control.¹⁸ 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 the grade not so much at stake, 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 and the student is stuck having to make substantive revisions to a draft that's already impressive. Jane finds that some students willingly suggest scrapping a draft and starting all over—a strategy that she never felt she could 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 and frequent peer review) reduces the kind of panic that leads to plagiarism.

It Yields More Work From Students

Teachers who consider contract grading might feel nervous about getting papers that do no more than fulfill our requirements, and having 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 downright poor. 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 they might invest in their choices and thus engage themselves personally in their topics and the quality of their writing.

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 fairly competent writers. Our feedback often has three messages: (a) “Yes, this satisfies the contract.” (b) “What works well is x, y, z”—and we focus on important things to praise. (c) “What doesn't work are these things”—and we can pile on our misgivings, point 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 work 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. The contract “prevented me from slacking off if my grade was high,” wrote one of Jane's students. We are not willing to let students evade important learning processes just because they are already skilled.

It Yields More Motivation--Of Two Sorts

Conventional grading produces extrinsic motivation. When it works, it motivates students with the hope of a good grade or the worry of a bad one. Contract grading also produces extrinsic motivation—but in an unambiguous fashion: “You must do these things.” But conventional grading can lead some students and teachers alike into believing that work is motivated by free choice when really it is not.

Although the motivation with contracts is directly extrinsic, we use it to create more breathing room for *intrinsic* motivation than we can get with regular grading. 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 that the contract assures by sending a message that many adolescents need to hear: "Don't panic or be anxious; *just do the work!*" But we are very invested in the subtler message the contract conveys as 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. 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.

It Reduces 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, given the semester long feedback we give them (which, like most teachers, we keep on our computers). But these comments are mostly not oriented to the grade. (For an illustration showing the simplicity of record keeping, see the online appendix, endnote 1.)

PRINCIPLES OF VARIATION: DIFFERENT CONTRACTS FOR DIFFERENT SETTINGS

We developed our contracts while working at strong respectable universities--though not particularly elite ones. 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. In laying out the principles by which contracts can vary, we can also give a richer analysis of contract grading.

Simple or Complex?

Contracts can be as simple as the classic fifth grade model ("Six book reports earns an A; five book reports earns a B; three yields 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.

Contracts for the Grade of A

In our contracts, we've tried to work within two demanding but exciting constraints:

- The B should be available to every student—i.e., 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.
- All decisions about what is acceptable for the B must be made without regard to judgments of writing quality.

If we wanted 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. But there's no law against this kind of contract.¹⁹

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 on this kind of model:

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, there's nothing in the notion of contract grading that forbids requiring skills that some students probably *won't* be able to attain in fourteen weeks. A contract might name features of excellent writing like 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.²⁰

Contracts for Different Populations of Students?

Grading contracts might be particularly useful for special populations or courses. 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. 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.²¹

Honors students. Jane developed contract grading with honors sections of first-year writing. After many years teaching these students, she noticed how hyper-anxious many are 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 strengths. Interestingly, few of her honors students think of themselves as strong writers. The contract counteracts this “fear of falling” because it calls for exactly those traits they 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. The contract helps them risk moving outside comfortable familiar forms because, even if they create disasters, they know they can count on “nothing less than” a B. (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.”)

Advanced Composition. Contracts would seem a natural here, and Lynn Bloom was pleased when she tried it:

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, May 9, 2000)

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. Other such students do well on short answer or objective tests but feel they can never demonstrate their considerable intelligence through writing. They feel the odds are stacked against them on essay exams or essay assignments and that practiced or skilled writers have an unfair advantage. The guaranteed respectable grade of B helps allay their nervousness about writing and thereby risk 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.”

In addition to the groups we mention here, 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. When Peter became director at UMass Amherst and 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. He worried that this compromise traded away a lot of the benefits, yet it was a way to test the waters. After a couple of semesters, the staff was confident enough to invite B contracts.

Jane's original contract was designed for an atypical honors course, but several graduate instructors of the regular argument-oriented writing course at UNC Chapel Hill asked to experiment with a contract. The teachers developed specialized criteria for each of three units, even though the basic assignments were all argumentative essays. These instructors were pleased and reported no serious problems.²² They particularly appreciated the freedom to go through an entire semester without having to put letter grades on every paper. Word got around and many other instructors began asking about contracts. So, Jane, as writing program director, introduced contracts formally into the staff manual as a grading option (along with traditional grading, portfolios, and holistic scoring).

To sum up this section, then, 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* where conventional grading focuses much more on products, outcomes, or results. Furthermore, critical processes like revision and peer review cannot be accounted for in conventional grading, but are easily integrated into contracts. The contrast between product and process is even more extreme in the case of large scale assessments. SAT exams or those mandated by *No Child Left Behind* are saying something like this: "Don't trust any processes or motions. Trust only features that can be counted, final products that can be impersonally and quantitatively evaluated." The bottom line is that contract grading allows a deep commitment to process.

"Going through the motions" is a dismissive phrase: a way of avoiding "the real thing." But there is a deep and broad tradition that predates our "process movement" and *honors* going through the motions—sometimes even seeing it as the only doorway to the real thing. 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. If we seek enlightenment or just an empty mind, wise people tell us that it's a trap to focus on the goal itself. Ritual itself is founded on process. Whether it's shaking hands or saying the pledge of allegiance, the idea is to go through the outward motion whether or not you can get your mind to be fully committed to the inward meaning. 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. This is not surprising 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 of papers we know have been carefully and repeatedly revised, and assigning high grades to truly excellent portfolios.²³

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.

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¹This essay is accompanied by an extensive appendix, available on line 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, as well as other practical information about contracts such as record keeping, etc.

² Following the nineteen essays in the Tchudi collection, there is a short section of "workshops." One of them (Radican) has page and a half on contract grading and notes for a workshop on the topic.

³ Based on Jane's experiments, many instructors in the first-year writing program at UNC Chapel Hill have adopted contract grading and are using contracts successfully in regular composition sections.

⁴ 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 literature class at M.I.T.:

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)

If this contract seems extreme, note that this was his sixth or seventh year of full time teaching, but he had only just recently finished his Ph.D. after much struggle; and he could count on M.I.T. students to have diligent habits; on top of this, he was a conscientious objector against the Vietnam War—and this was in fact the 60s.

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. (747-48)

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--one 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. (750)

When the grade is as meaningless as possible, the student can better believe, assimilate, and benefit from the feedback he gets from me and his classmates. (747)

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)

5 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 them 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 stands 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.

6 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.)

7 A reflection about hybridity itself 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 betwixt 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. (Introduction)

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, 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 Our way of giving Bs can be defended with two more reasons, but they are more debatable and so we put them here.

(4) 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 catalogue. 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.

(5) An interesting case can be made in assessment theory for why one-dimensional grades of A and A minus and even B plus are somewhat more reliable than one-dimensional grades at the middle range. That is, any writing that gets a middling grade probably has some mixture of strong and weak elements. In such a case, grades are likely to be a bit less reliable. That is, middle grades depend on personal "weightings": readers give different amounts of weight to, say, organization, or to reasoning, or to mechanics. But when graders call a piece of writing truly excellent, there is at least a slightly greater chance that all the dimensions are pretty good. Thus, such a grade will be somewhat more likely to be reliable across readers.

The limitations of this argument are obvious. A grader will sometimes give an A because an essay is strikingly good in a dimension she especially cares about: it might be a brilliant piece of thinking, but weak in some other dimensions. So that A is unreliable because other graders will pull it down because of their different weightings. And even at the middle level, there are always some cases where every dimension of an essay is at the same level of mediocrity. So we're making only a weak statistical argument here

(though it's one that assessment professionals have made—see, for example, Myford, Marr, and Linacre), namely, that we're on slightly stronger ground when we use one dimensional grades for high quality and refuse them for middling quality.

11 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, and for each genre (e.g. biography, personal essay), she publishes a list of features with examples drawn from common course readings or from former student papers. On these lists appear qualitative criteria such as “richness of detail” and “voice” that are essential for a high grade, but which may be achieved very differently depending on the genre or the individual writer’s approach. These qualities can be put on an analytic grid that peers or teachers can use in giving feedback on drafts.

12 We take the same approach to copy editing. Where most teachers treat it as an analogue matter of degrees of error or correctness, we've found it helpful to treat copy editing 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 copy edited 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.

It could be interesting to reframe some other important features of good writing as binary yes/no criteria. “Well organized” represents a vague spectrum, but one could specify constituent features like “having a main point for the whole essay” and “making paragraphs hang together.” In a personal communication, Nancy McNeely told us about her use of the following discrete criteria: “considering views that differ from your own”; “including both the general and the specific so that there are general points and examples or cases or specifics that fit them”; “going beyond the obvious.”

The principle here involves a choice between two profoundly different approaches to assessment. In a classic essay, David McClelland argues against the tradition of norm-based assessment that underlies conventional grading. Traditionally, that is, teachers test or evaluate for a large and fuzzy outcome such as “skill in writing,” and student success in attaining it are plotted against a norm—thus yielding a gamut of different grades or scores for different students. Time is the constant and success is the variable in this tradition of “norm-based” assessment. David McClelland made the seminal argument for a completely different approach—“criterion-based assessment—in which success is held as a constant and time is allowed to vary. Outcomes are more specifically named and the requirement is for all students to get not a “score” but a “yes” on every one (or “success” or “competence” or “mastery”). This approach does not yield what conventional assessment gives us, namely, a gamut of grades (ideally a bell curve based on a “norm”). It gives us a gamut of time durations needed to attain success. Thus, McClelland’s work was a source for competence-based education, outcomes-based learning, and “mastery” learning.

Peter spent three years on a small research team studying competence-based programs in higher education. He got interested in the leverage that comes from being more specific about the actual outcomes we want students to attain, and describing them in yes/no terms—and interested in how this helped explain the ineffectuality of conventional grading as a way of promoting good learning. (See his “Thinking about the End.”) Here too, then, is a way in which our contract grading is a pragmatically messy hybrid: it doesn't “go all the way” with the competence-based model of allowing time to be a variable.

Contract learning can also be related to other theories of learning and cognition: self-efficacy or motivational theory (Bandura 1977), mastery learning or outcomes-based education (OBE) (Glatthorn 1993), and total-quality education (TQE) (Deming 1993).

13 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)

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)

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.

14 Magolda's (1992) longitudinal research on college students shows that, developmentally, first-year students are predominantly "absolute knowers" (68%) 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 (1970) study indicates that 26% of students are "anxious dependent," who show "excessive concern about grades" (reported in Lowman, p. 78).

15 Jane offers short (10-15 min) writing conferences whenever final papers are due during the semester. She follows the model described by Donald Murray (*A Writer Teaches Writing*) which are student-driven. Generally, students are asked to speak about their papers first in the conference, responding to the classic questions, "What works?" or "What doesn't work?" Discussion about the paper typically revolves around the established criteria for each paper. It is during these conferences that discussions of grades typically arise.

16 The first time he tried contracts, Dowdy, a graduate instructor, received several complaints from students about final grades. In retrospect he said, "I realized I hadn't been clear enough in comments on drafts about the quality of their work. While I made both suggestions for improvement and gave praise for strong writing, I think I failed to accurately detail where each student stood throughout the semester. I tended to deflect or redirect more questions about grades with vague comments or further suggestions for improvement" (email 12/03).

17 Peter even gives gold stars for what he considers excellent drafts. Some people question the logic here since a draft—by definition unfinished—is not striving for true excellence. He links his practice to his commitment to perplexity: "I'm trying to teach what I believe is a crucial skill for attaining truly excellent final drafts: the ability to produce a mid-process draft that—while it isn't just an exploratory mess—has more thinking and richer thinking because the student questioned hard and held off some final decisions about what it all means and how it should be organized. If students are rewarded for excellence only on final drafts, they will push too hard and too soon for closure at the "good draft" stage and run away from the richness and nonclosure needed for the kind of thinking that leads to genuine excellence.

18 The ambitious Coleman Report (1966) 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 (1997) 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.

19 Nancy Reichert feels strongly that a contract for students in a writing class should include quantity and quality criteria and cover the full spectrum of grades. Her sample contract for each grade resembles a rubric—the kind one might devise for a single paper for holistic scoring. In this sense, her contract is a logical extension of a well-respected, already established grading practice—which makes it easier for some teachers to adopt.

20 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 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 Appendix for an example).

21 Reichert reports that "contract portfolio grading" changed her developmental writers "from unsure, poor writers into competent writers" (61). Her seven years experience with contracts shows they are effective for students "who see themselves as poor to average

writers, but who are quite willing to work hard for a grade” (66). She feels that contracts not only encourage writing practice but also focus students on the writing task, provide motivation, and increase confidence.

22 Two graduate instructors at UNC Chapel Hill, Michael Dowdy, and Nathaniel Cadle, reported that students took more risks and showed more creativity. Cadle said that “students seem more likely to try out new ideas and move more quickly away from the five-paragraph essays and other techniques they think will please me.” Dowdy added that students “generally took more chances in their writing, took their assignments seriously, and felt freer to pursue creative and original solutions to writing prompts.”

23 Our thanks to Seth Martin, a graduate assistant at UNC Chapel Hill, for responding to an early draft of this paper and for his research assistance. Dr. Ed Neal at the Center for Teaching and Learning at UNC answered our questions and provided several sample contracts, including one of his own. We are grateful to colleagues too many to name for helpful responses to various drafts of this essay—but most especially to Irene Papoulis and Don Jones. (In addition to giving us feedback on late drafts, Irene worked closely with us in early conference presentations on contract grading and collaborated with us on some initial drafts.)