Chapter 11. Cripping Labor Based Grading

This chapter puts together the important insights and reflections that come out of the previous chapters. While I've mentioned these elements or changes in the previous chapters, this chapter's discussion is meant to bring them all together and offer them in a practical way, with some reflections on my own uses of each element to this point. Many of these newer practices in this chapter would not have been possible without the good critiques of LBG previously discussed, so I offer them with gratitude to those scholars.

Highest Possible Default Contract Grade

One of the biggest and easiest ways of cripping labor in LBG can be to make the default grade in the contract the highest grade possible in your institution's system. The higher the default grade in a contract, the more the ecology increases access to the full range of course grades for students who either need more time to do the laboring of the course or who do not have extra time for more work for higher grades. So instead of the default contracted grade of a B (3.0), as was the case in previous versions of my contracts, now I offer a contract that defaults to the highest grade possible at ASU (my current institution). That's an A+ (4.33). This has meant I don't have to offer extra labors because students don't need them. If they do all the work in the spirit it is asked, then they get the highest grade possible.

This change I believe takes into account more students who have less time to spend on their courses because of socioeconomic and other life factors that impact their availability of time in the semester. It also makes the highest grade not a choice, which likely was a barrier for many students in the past. Over the years, there have been a few students who have suggested in end-of-course evaluations that my grading contracts default grade should be an A grade. It's taken me a few years to hear the wisdom in this idea. I hear it now.

A Working Definition of "Disability"

While it can make a contract's preamble a bit longer, a short discussion that defines "disability" and identifies the key principles of universal design for learning (UDL) can help aid contract negotiations and decisions about contract details. The goal of this section, and its related discussions, is to engage students with the idea that disability is created in our systems and environments, so we can try to design it out in our grading ecology. It seems important to keep discussions of disability and neurodivergency with contract negotiations, since they are meant to affect readings and revisions to the contract. Over the last year or so, I have

found these discussions to be an important part of my courses' grading contract negotiations. You can see my version of this section, along with the other revisions to my contract template, in Appendix A.[12]

I'm still working out how to best engage students with the three UDL principles and my own ADL principle. As already discussed, the original UDL principles are oriented toward curriculum and teaching, not assessment ecologies. This can make it seem for some students like we are negotiating and redesigning the entire course and not just the grading contract. This can be overwhelming for some, so I've found guiding the discussions to be important.

Supplemental Materials on Grading and Labor

Over the last three or four years, I've experimented with various introductory materials on grading and labor as a way into our discussions on the contract. Early on, I relied mostly on the contract's preamble to do this work. I now see that preamble and the contract as an ecological place that reflects our discussions and readings on grading, equity, compassion, and disability. It does not do all the work of informing and thinking through the issues of equity that our LBG contract represents. In class when we discuss the contract, I fill in gaps, answer questions, and pose others to students. Because more and more of my FYW courses now are asynchronous online ones, I find that I have more luck in these discussions when part of reading the contract in the first week is also reading or listening to several blog posts / recordings I made about grading, its history, and labor-based grading. Students have responded well to these podcast / blog posts, and I offer them on my website for any teacher or student ("Labor-Based Grading Resources").

Typically, I ask students to read or listen to two or three of the posts in the first week of the course as we negotiate our contract and reflect upon them in writing as they reflect upon the contract itself. At midpoint, they read or listen to the rest of them as we renegotiate. Here are the five posts that make up the series in the order I offer them, but students may read or listen to them in any order:

- "Where Does Grading Come From?" explains the history of grading and its entanglements in Christian projects, immigration, race, and White Supremacy in the US.
- "Why Does Conventional Grading Feel So Unfair?" discusses some reasons grades feel unfair, such as the principle of mediocrity.
- "Do Grades Help Students Learn in Classrooms?" discusses the negative effects of grades on learning in classrooms.
- "What is a labor-based grading system and how will it produce a final

---

12. I also keep the most current version of my labor-based grading contract, as well as many other labor-based grading resources, on my website (www.asaobinoue.com). You can find the contract template at https://asaobinoue.blogspot.com/p/labor-based-grading-contract-resources.html.

course grade in a writing course?" introduces students to labor-based grading systems.

- "What does a labor-based grading system afford you as a student and learner in a writing course?" discusses the benefits of a labor-based grading system in writing courses.

In addition to the above kinds of materials, some discussions on disability and ableism can offer students ways to consider their grading contract. While there are several good videos online that address disability and ableism, I find the video/interview created and hosted by Blair Imani, "Is It Okay to Say Disabled? What Is Ableism? What is Disability? Featuring Keah Brown" that discusses in an intersectional way disability to be a meaningful start for discussions in my courses. The video is accessible for students, and it is about 15 minutes long. It can be used to introduce students to some of the ideas in a contract's preamble.

I also received permission from a former FYW student of mine, Anisha Hossain, to publish on my website an essay she wrote on our grading contract in our course. My students read this essay in week 1 as a way to hear from a past student on our grading contract ecology. This was Anisha's final essay in the course, and I did not prompt her to focus on our grading contract. She felt compelled to do so on her own. Since I've included it in our opening discussions, students frequently comment on how helpful her essay is to their own understanding of our grading system, and how much it relieves some anxieties that some of them have.

Finally, as a way to open our course, I include a labor document that I ask students to read. It's their first assignment, and it orients them to our course, explains the flexibility I've designed in the course assignments and due dates, and explains the importance of planning and tracking their labor. I call this labor document "Defining Labor." We read it before we formally read and reflect on our grading contract. I feel this document sets the tone and context for those discussions that occur right after this. To help with accessibility, since this document is not short—the version in Appendix B is 3,354 words in length—I offer this assignment with a short four- to five-minute video in which I discuss the highlights of the document.

All of these supplemental materials have enriched the negotiations we have in the first week of the course, even in asynchronous online writing courses. The new section on disability in the contract, the blog posts / podcasts on grading, the student essay, and the "Labor Conditions in Our Course" document, all provide rich materials for our contract negotiations, and have helped my students and I have more explicit discussions about disability and accessibility. They do take more time to use meaningfully, but that time, I feel, is well spent.

"No Late" Policy

To crip labor measures, a teacher might create more flexibility with due dates and late policies. I take my cues from Kafer, Wood, Carillo, and Kryger and

Zimmerman here. For instance, over the last few years, I eliminated more and more assignments that count as "late" in my contracts. This means essentially that while these assignments have an ideal or suggested date to be turned in for feedback and colleague interaction, they can be done up to the last day of the semester with no penalty to the student's contract status.

The assignments I find difficult to not have a firm due date are ones that either affect colleagues' work at some moment in the semester or are time sensitive in the semester, such as contract negotiation postings, labor plans, essays, and some assessments of colleagues' work. Not having these kinds of assignments available during the semester at particular moments means we cannot do the language work we need to do together, or accomplish important things like contract negotiations. Learning and practicing languaging is not a solo affair. We need each other. But I am constantly thinking about ways to loosen the need for everyone to be at the same point at the exact same time in the semester. In most courses of mine, about a quarter to a third of the total assignments have fixed due dates, which means these are the only assignments that count against a student's contract if turned in late.

What helps with this is that I have always provided all my course's assignments and their labor instructions on the first day of each semester. Students can review all expectations and make enough room on their calendars for that work literally on the first day of the semester if they chose to. This feature of my courses alone makes for a more accessible course, as it works from the first two principles of UDL that I discussed in Chapter 5 (and in the LBG book, 228-229/225-226). Those principles are (1) designing flexible labor requirements and eliminating barriers to learning and progress; and (2) defining labor expectations in clear and flexible ways so that students know what they need to do and can plan for that work in the semester. In my current courses, in fact, I schedule this planning as part of the labors of the course, which I discuss below.

Grouped Labor Assignments

Another way to crip labor is by grouping labors into units of labor and having all those labors due by the same date, a date that is more generous, such as every two weeks or even once a month. This is a lighter version of the previous "no late" policy, which can work in face-to-face or asynchronous online writing courses; I've used this practice in both. Grouping assignments' due dates seems to work better in face-to-face courses, where such work might be used in class sessions. When I've done this, I've asked that students turn in most work in the order I've arranged those assignments or sequenced them, since most assignments prepare and build to later ones. I still use the "no late" policy above when I've grouped labor, however.

The problems with this option in particular are likely already apparent to many, and it can be similar to just using the "no late" policy. There is less room

and time for others to provide feedback or dialogue about the work or writing done. This includes the opportunity for students to use teacher feedback in follow-up activities. It can easily make one's work in a course a solo adventure in getting stuff finished, not in engaging with the material or colleagues in the course. This model can appear to some students as a checklist of items to complete to receive their course grade, thus reducing their abilities to engage meaningfully with the learning and their colleagues. If the work is being asked in a face-to-face course and the assignments are needed in class, then class sessions may have some trouble accomplishing their goals since it is not expected that all students will have all of the necessary work in any given class session. A teacher will need to prepare for this likelihood.

When I've tried this practice, I have found students tend to turn all the labors in near or on the date and time that is given for that unit's work, not earlier or on an earlier suggested due date. This means I get a periodic influx of a lot of assignments to respond to and read at several points in the semester, such as every two weeks. This likely would be a problem for teachers who have heavy teaching loads.

Much of this issue, I think, is due to the way our LMS (Canvas) prompts students on upcoming assignments in their "To Do" lists that many use to navigate assignments and homework. I have found better luck with assigning each assignment a suggested due date in the LMS as if it were the due date, then tagging only those assignments that have "fixed due dates," the ones that count against contracts if turned in late. I just put this tag in the title and discuss it in the "Defining Labor Document" as well as our grading contract. Regardless, there are drawbacks. With ultimate flexibility around more generous due dates comes tradeoffs in learning, engagement among colleagues, opportunities to use feedback, and unevenness in a teacher's workload over a semester or term.

Reframed Labor Measures in Instructions

If cripping LBG is about building flexibility in labor and time, then perhaps part of cripping labor is in its arrangement and framing in instructions. In the past, I placed time on task measures and the number of words read or written on individual steps in labor instructions. More flexibility can be achieved if only an overall amount of time is given for the entire activity or assignment, leaving off exact amounts of time on individual steps in the process. To further reframe time on task measures, I've considered identifying a range of total minutes, not a single number. Instead of "Total estimated labor time: 100 minutes," instructions might say "80-120 minutes." I offer this range because, as I've mentioned already, I try to estimate about 15 percent more labor time than what I think the mean of the students in the course will require in labor time. This is my adjusted mean. So, if my adjusted mean is 100 minutes for an activity, then I ask myself what is a reasonable acceptable range of total labor for this assignment? For me, it's usually

20 percent more or less time. I've used that as a range by adding and subtracting 20 percent of the 100 minutes to make my range. These percentages are what I've found meaningful, so they could vary for other instructors and students.

Only offering total estimated overall time on each assignment, whether a single figure or a range, still provides students with a clear labor goal for planning purposes. It also provides each student more leeway in how much time they spend on each particular step. Not including time guides for individual steps may cause some confusion about which steps are most important to focus time on. If a student is not practiced at gauging or managing their time on such tasks, then they may find many assignments difficult to complete fully or frustrating. As I discuss in the LBG book (231-232/227-228), this last issue is an executive function issue that many psychological researchers have investigated, and the National Center of Learning Disabilities identifies with several common tasks that are associated with school. My labor estimates in instructions are meant to help guide students who may have some difficulty estimating time on tasks and planning enough time in their calendars.

If only a total estimated time is given, instructions would need to account for students who may not be able to effectively manage a range of tasks at once, prompting students up front to pay attention to time and move to any critical steps at some point. I usually ask students to build Google docs (or shareable electronic documents) along most processes, sometimes to collect notes and quotes as they read things, and sometimes to prewrite or synthesize ideas in drafting processes. Asking students to reserve the last segment of time, maybe 30-minutes, maybe 60-minutes, of an activity in order to begin drafting or compiling what they have up to that point for posting online or saving for class, regardless of where they are in the process, could be a way to allow for a wide range of students laboring in an assignment. This may alleviate some students' issues of not getting to critical steps in any given assignment.

One problem I have tried hard to always avoid is just guessing at the overall time I think is required for any given labor instructions. While I cannot create the perfect, one-size-fits-all, estimate of labor time, I can be as clear and methodical about how I derived my estimates. I can prepare students for how to read those estimates as the mean or average labor time necessary that I anticipate in the course, which I do in that "Defining Labor Document." I can also pay attention to the standard deviation of labor logged in my courses. And I can ask students to reflect upon my time on task estimates and listen carefully to them.

All of these practices help me make any labor estimates as meaningful and fair as possible. Thus, I still find it important to use time on tasks for each step-in labor instructions, as well as an overall estimated labor time. This practice keeps me honest by making explicit why I think a reading activity should take 60-minutes or 120-minutes, and it signals to students the proportions of time that they will likely spend on various steps in the activity. If you've not made such estimates of labor time, and assessed how accurate they are in your courses, then it may take a

few semesters to determine good estimates. But I suggest a teacher does this work from evidence gathered from students' actual labor data.

Labor Planning

One way I try to leverage the flexibility of my "no late" policies so that it works for students' individual needs is to have students plan when they'll do their labors on their calendars. This practice of planning labor can be a way students crip their own labor. In my current courses, this planning process begins when we negotiate our grading contract and discuss ABOR's 135-hour guideline for university courses that give credit. At that moment, I let students know what I have estimated the total hours of work to be in the course by pointing them to the labor estimates in our assignments' labor instructions, which they have access to on the first day of the course.

For instance, a recent 7.5-week, online, asynchronous FYW course had a total of 96 hours of labor estimated, well under ABOR's guideline of 135 hours. This is because many students may need more time than I've estimated. To account for this, I've only estimated 71 percent of ABOR's goal. I give students this figure and the ABOR figure, ask them to look over our course's assignments, then consider how much time they will need to do the work of our course, starting with the first two weeks of work. That's Unit 1, which accounts for 19.5 hours of work. They make a labor plan, which I look at and offer feedback on.

In each unit's labor plan, the student decides the amount of labor they are willing to commit to and put aside on their calendar. They list it in total minutes over the two-week period. The plan then lists each assignment, how much time they wish to dedicate to each assignment, and when they expect to accomplish that work in their schedule, providing a day and time. They are not obligated to this plan, but it can reveal issues in their life that may get in the way of doing any work for the course. It also offers them a way to be realistic about the course, their learning, their lives, and what time commitments they need in order to succeed.

There are some guidelines or boundaries to their planning. For instance, I don't think a student can justify doing only one or two hours of labor each week to satisfy three units of college credit in a 7.5-week course like mine, even if that's all the time they have. While I don't gatekeep in such plans (and I tell them this), I do try to guide them toward realistic time commitments. But in the end, their labor plans are their labor plans, not mine.

One thing I try to circumvent through using labor plans is students neglecting too many assignments, then trying to do them all in a short period of time near the end of the semester. This practice also fits well with my focus on metacognitive work around our laboring. Labor plans provide us several moments to assess the work we have ahead of us, look over our calendars, consider how much time each assignment requires of us individually, then map out a plan for the next period of weeks. We also use these labor plans to reflect on what we ended up accomplishing

and when that work happened so that we can plan better next time. There is always a healthy dose of self-compassion needed, which I try to remind students of when it seems they blame themselves for the conditions in their lives.

One tension I feel labor plans make clear to many students—and me—is this: many students' lives today are unsuited for college work. I'm not saying they shouldn't be in college or that those students are unsuited for college. I'm saying many student's life-conditions, the conditions that Carillo thoughtfully identifies that create time problems for many students (13, 15-16, 39), make for unfair conditions to do college. They make going to college a contradiction next to the time they have in their lives to get an education and the time they need to accomplish it. And yet, such unfair conditions are seemingly ubiquitous, imposed on many students in a variety of ways, from needing to work a job while in school to mental health concerns that take up time and that require more time on tasks in school. It's not fair. But equally unfair is to do little to no work in a college course and get credit for it. I still believe such courses as mine are ones about learning, not about credentialing only, and our labor plans work to reflect this and help us consider our laboring thoughtfully and compassionately next to the contradictions we are presented with in our life's conditions. But it is vital, I think, that we name and confront the unfair life conditions that make our laboring difficult, and even impossible at times.

Number of Words Required

Building more flexibility in labor measures can also mean rethinking with students the number of words required for many assignments. Obviously, there would need to be more time dedicated to thinking carefully about course goals, lesson goals, and writing goals in any given case, but having students' input on how many words are required in an assignment, especially major ones like the ones that most students can expect to spend a lot of time on, can built some flexibility into the system. My LBG ecologies have always been communal affairs. They are based on a set of community agreements. Students are situated in a community of others. This is why compassion practices are important. It's why we negotiate the contract in several steps that emphasize individuals' understandings of the contract who are also situated in, beholden to, a community of others. It's also why I frame much of our work together as compassionate work for each other, not just for ourselves.

So the number of words required on an assignment might be opened up in the community. This could be done as a final number, such as the total number of minimum words to produce in the course that is distributed over all the assignments in the semester. This could be done by each assignment, or just a few in the beginning. I'm still working out how this would be enacted and justified in a course, but I see some potential here.