

# **Employing Lecturers in Creative Writing Using Short-term Contracts:**

## **Code of Practice**

### **From the Higher Education Committee of the National Association of Writers in Education**

**March 2017**

This Code sets out the recommended terms on which Lecturers in Creative Writing are employed in Higher Education in the UK. It was developed by the Higher Education Committee of the National Association of Writers in Education, the subject centre for Creative Writing, drawing on the best practice in this field.

Creative Writing is a performance-based discipline which requires only one specialised resource – teaching staff of high quality working at the right staff-student ratio. The proportion of staff employed on short-term contracts in this subject tends to be higher in performance-based subjects than in other academic disciplines. A successful employment strategy for staff on short-term contracts is therefore key to the success of these subject areas as a whole, with significant implications for student achievement and satisfaction. So it is in the interests of the institution, the staff and, above all, the students to get this right.

This Code is intended to define best practice in the employment of writers to deliver courses in Creative Writing as part of a curriculum at an educational institution. It does not relate to the employment of writers or industry professionals who visit an institution to deliver a single lecture or a short masterclass series, who should be regarded as self-employed.

#### **GENERAL CONDITIONS**

1. It goes without saying that the employment of staff on short-term contracts should comply with existing legislation governing part-time workers. At the time of writing, this includes UK employment law and EU Regulations, which are summarised here:

<http://www.eurofound.europa.eu/observatories/eurwork/articles/labour-market/regulations-introduce-new-rights-for-part-time-workers>

2. Best practice in the teaching of Creative Writing is also defined in the QAA subject benchmark, which can be found here [http://www.qaa.ac.uk/publications/information-and-guidance/publication?PubID=3050#.V\\_4P0\\_krIdU](http://www.qaa.ac.uk/publications/information-and-guidance/publication?PubID=3050#.V_4P0_krIdU). This includes recommended class sizes and support for Lecturers' own creative practice.
3. Employers would be well advised to follow legal developments in this field, such as the cases involving Uber, Deliveroo and Pimlico Plumbers.
4. Employers should also be aware of the campaign against casual contracts in progress at the University College Union (UCU.)

## UNION MEMBERSHIP & REPRESENTATION

1. The University & College Union is the appropriate body to represent the interests of staff on short-term contracts in higher education. The employing institution should recognise the Union.
2. Additionally, a representative of staff on short-term contracts may be elected among those employees and included in all appropriate management meetings and briefings.

## CONTRACTS

1. Short-term contracts should state clearly:
  - a. The course(s) or modules which the Lecturer has agreed to teach.
  - b. The dates on which employment begins and ends.
  - c. The rate of pay offered and what this includes. Teaching in any performance-based discipline requires more than contact hours with students. Lecturers will need to prepare teaching sessions, an activity that may include reading set texts, writing lectures or seminar notes, reading and commenting on workshop submissions, and may also interact with students outside class hours. They may also need to provide extra teaching for students with special needs. The contract should indicate, possibly in an appendix, the range of activities which is expected of the Lecturer.
  - d. Expenses payments – what is allowable and how to claim.
  - e. The location at which the teaching will take place.
  - f. Special terms, such as the achievement of key performance indicators.
  - g. Restrictions, such as work for competitor institutions.

- h. Dispute and appeal procedures.
- 2. Contracts should be offered in good time for Lecturers to prepare their teaching well – at least 4 and preferably 12 weeks before teaching starts. If an institution is unable to draw contracts in reasonable time, a letter of appointment should be issued as soon as possible to confirm their commitment to employ the Lecturer.

## CAREER PATH

- 1. The career path of a Lecturer on a short-term contract should be clearly indicated, so that the employee understands what must be achieved at each career stage in order to progress to the next. The path may include steps such as:
  - a. A period of probation. Lecturers on short-term contracts may be teaching anything from a few sessions to several courses over the whole academic year. A probationary period could be defined as employment over a period of more 26 weeks, or over more than a period of two academic years, irrespective of teaching hours.
  - b. The requirement or option of professional training, either in-house or nationally accredited. Short-term employees should have the same access to CPD as staff members, with time and financial considerations taken into account.
  - c. Annual development review meeting.
  - d. Research expectations, bearing in mind that in Creative Writing research outputs are typically creative work such as novels, short stories, scripts or poetry.
  - e. Ownership of intellectual property generated by the contracted employment – copyright of teaching materials should rest with the lecturer.
  - f. Compliance with ethical standards and any process necessary to demonstrate this.
  - g. Progression to employment on the staff.
  - h. Disputes procedures.
  - i. Re-employment or redundancy.
- 2. Lecturers on short-term contracts should be included in all the activities which enable them to perform well in their roles, which will include

course briefings, technical training, subject, departmental or institution-wide meetings and CPD (see above). In some cases it may be appropriate for a representative of the staff on short-term contracts to attend meetings on behalf of the rest. All contracted staff should also be included in all staff mailings.

3. Time and expenses for these activities should be funded at an appropriate level.
4. Lecturers should have full access to the evaluation processes related to their courses, such as student-staff meetings, student feedback questionnaires and external examiners' reports.

## BENEFITS

1. The rate of pay should include an allowance for holidays.
2. Staff on short-term contracts who have passed a probationary period should be able to join the pension scheme to which the institution belongs, pro rata with staff members.
3. Staff on short term contracts who have passed a probationary period should have the same entitlement to sick pay and to maternity, paternity and adoption leave as staff members.
4. Staff on short term contracts should have access to in house benefits offered to staff members, such as parking spaces, gym membership or Perkz schemes.

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