

## When is an agreement an agreement?

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The job of superintendent is always interesting. Anyone who has ever held the position will attest to the fact that the variety of challenges ensures that boredom never becomes a factor. One of the challenges each year is finding just the right teacher to fill each and every vacancy in various schools around the conference. Our immigration laws make it very difficult to hire non-Canadians, so our pool of qualified teachers is rather small. In British Columbia each teacher must be provincially certified in addition to the Seventh-day Adventist certification requirements. The hiring process is somewhat complex and relies heavily on personal commitment and integrity.



In our conference, all teaching vacancies are posted on the Canadian Adventist Teachers' Network (CAT~net) website, and resumes are solicited. We require specific types of professional references and require all candidates to complete supplemental information sheets before being considered for employment.

When suitable resumes have been gathered for a teaching location, we work with the local school board to narrow the candidate list to two or three for an interview. These interviews can be either by telephone or if possible, face to face. After the interviews, and acting on the local school board recommendation, the conference K-12 board of education takes an action to officially hire. The action to hire is relayed to the candidate by the superintendent. Often the candidate will require a day or two to consult with family and seek guidance from God. If the response is positive, we consider the candidate to have made a verbal commitment to enter into an employment relationship.

At this point, we send out the employment package and start the paperwork. Part of the employment package includes the Terms of Employment which details wages and employee/employer responsibilities.

The issue that is becoming more prevalent in recent years revolves around what I consider the concept of personal integrity. In the past, if a conference verbally offered a position and the candidate verbally accepted the position, then it was understood to be a verbal contract. The candidate would tell other potential employers that they had accepted a position and they would withdraw their name from consideration.

Over the last few years, a number of situations have arisen where candidates have made commitments and even collected expense money before suddenly accepting a position elsewhere. A verbal commitment should work both ways. It should not only be for the benefit of the teacher. I can only imagine what would happen if the school board or the conference suddenly changed its mind and decided not to employ a teacher after the teacher had taken all the necessary steps to move to the new location.

I spent eleven of my teaching and administrative years in the public school system. At that time, teachers

had to make commitments to their board by January 31 of each school year. A friend of mine was offered a job in another board, close to the home of his aged parents in mid February. When he asked for special leniency to resign his position, he was told that to do so would risk legal action for the value of his teaching contract in addition to school board costs.

Maybe the answer is to tie everyone up with legal paper requiring properly notarized signatures before any assumptions are made. Maybe the answer is to penalize both employers and employees who do not honour duly signed agreements. Or, maybe the answer is simple personal integrity, where a person's word still counts for something.