

## Foreword

As many of you know I have decided not to sign a further contract at the College and so will be leaving at the end of this academic year. A number of people have asked me about the reasons for my decision and I hope that the article that follows will convey these. The real sticking point for me is the change in the definition of marriage. I think I could have coped with the other issues, but it does not seem right that a UWC of all institutions should be discriminating against people on the basis of sexual orientation.

This article (or one virtually the same – there have been a couple of minor modifications to improve factual accuracy and it has been slightly shortened to fit in BTW) was initially sent to both our Board, and the International Board in early October, with a request to correct any factual inaccuracies and an invitation to write articles to accompany this one, expressing their perspectives. Our Board replied briefly with veiled threats. The International Board did not respond directly, but I was informed by the Executive Director of UWC that the article was not appropriate for *United World*. I asked if they had any suggestions of alternative ways in which I could make my concerns known to other stakeholders in the UWC movement, but to date have received no reply – hence BTW benefits! The 2008 contracts are similar to the 2007 ones referred to except that the “Code of Practice” has been removed, but the confidentiality clauses and the “clarification” of the definition of marriage still remain.

As you will see our Board, and the International Board, seem to pay little attention to the views of staff. (Maybe in Hong Kong, where democracy continues to be side-stepped, governing without consulting those affected and expected to implement the changes, is indeed a “local value”?). Perhaps the only thing that would influence them would be if National Committees (especially those that pay full fees!) were to stop sending students to LPCUWC. If you are as disgusted as I am by what has been taking place you may wish to circulate this article to anybody who might find it of interest, especially your National Committee and co-years at other UWCs. To facilitate this I will put a soft copy (“John’s BTW article”) in the LPC sharing folder.

## To intervene or not to intervene - that is usually the question

As a preamble to the main subject matter, it is often said that the strength of an organisation can be judged by the extent to which it facilitates healthy discussion within. In that context I wonder whether *United World*, to which I intend initially submitting this brief article is just a publicity publication, devoted to positive spin, or a forum for healthy debate about the movement. If the International Board prefers to keep it as a glossy shop front, then this contribution will probably be rejected. In that case, then what channels of communication have they made available for interchanges of ideas and opinions within the movement?

Anyway back to the matter in hand - to intervene or not to intervene. Damned if you do (Vietnam, Iraq?), damned if you don’t (Darfur, Ruanda?). My opinion is that recently the International Board has been guilty, in the footsteps of Neville Chamberlain, of following the latter far too closely. Of course the issue is not comparable with the humanitarian tragedies mentioned above, but the principle is still the same, whether to intervene. The issue I wish to discuss is that of the new contracts offered to staff at LPCUWC by their Board and the reaction of the International Board to staff concerns about this.

In mid January 2007, about the time when contracts for the coming academic year are signed and rather too late for anybody wanting to consider a move to a school of good repute to reconsider, staff were presented with contracts that contained significant changes from those in place

hitherto. Firstly the definition of marriage, for those married outside of Hong Kong, had been re-worded from

*"... a marriage celebrated or contracted outside Hong Kong in accordance with the law in force at the time and in the place where the marriage was performed."*

to

*"... a marriage **between a man and a woman** celebrated or contracted outside Hong Kong in accordance with the law in force at the time and in the place where the marriage was performed."* [my emphasis]

Secondly clauses were inserted referring to confidentiality, which seemed to be totally "over the top" and more appropriate to a highly secretive commercial enterprise than an educational institution. An example is:

*"The Appointee must not make or communicate (or cause or facilitate the making or communication of) any oral, written or pictorial statement to any representative of the press, television, radio other media on any matter connected with or relating to the College, or any of its staff, students, Board members, agents or representatives, or any of the United World Colleges, without the prior written consent of the Principal or the Supervisor of the College."*

A bit limiting if you want to have a quiet drink at the weekend with a reporter friend!

Finally a quite lengthy "Code of Practice" was to be added as part of the contract. Much of the Code of Practice was taken from a document produced by the government and the Professional Teacher's Union as something "to which teacher's could aspire". One person from the Professional Teacher's Union, who had been involved in the drafting of the government document, described including its provisions in a contract as an "abuse".

Let me emphasise, there had been no prior consultation with staff and, though the Board replied to two letters conceding minor amendments, the overall impact remained unchanged. I am disturbed both by the nature of these changes and also the way in which they were introduced, however the major question I wish to raise in this article is whether the International Board should have intervened. I will return to this at the end, but before that it might be useful to fill in a little background, along with my speculation as to possible reasons for these contract changes.

Firstly the re-worded definition of marriage. The reasons given by the Board for the change in wording were that it required a definition that was in keeping with Hong Kong law and that it also needed to reflect "local values". With regard to the legal argument, it is true that same sex marriages are precluded under Hong Kong law and that same sex couples are discriminated against with regard to a number of government benefits. Bigamy too is not permitted under Hong Kong law, but the re-worded definition does not contain the phrase "*to the exclusion of all others*" present in Hong Kong law, presumably because this could be regarded as religious discrimination? I do not believe there was any necessity for to "clarify" the definition because even if the College granted equal rights to same sex spouses, the chances of any legal challenge would be minimal.

One is therefore led to the conclusion that the underlying reason must be the "local values", however I am not aware that "local values" (or for that matter the need to comply explicitly with Hong Kong law) is any different to previous years, so why the need for change now? In late 2006 the Board relaxed the position, that it had held for many years, of allowing only staff, their spouses and their children to live in College accommodation (mandatory for full time staff), effectively ruling out anybody continuing in a long term relationship with a person to whom they were not married. It is assumed that this change was carried out on legal advice. Was it that the Board felt

the need to save face by imposing some different condition? Even so, why would they effectively condone same sex couples living together (the College has employed a number of homosexual teachers in the full knowledge of their sexual orientation), but not recognise the long term commitment of any marriage they might enter into? Presumably if sexual orientation were a matter of ongoing concern it could have been addressed through recruitment strategy?

I feel that almost all societies, Hong Kong included (a survey carried out as far back as 2002 showed that 70% believed homosexual couples should enjoy the same rights as heterosexual ones), have taken great strides over the last decade to establish and protect the rights of those of a homosexual, rather than a heterosexual, persuasion, hence for a College Board to openly and provocatively discriminate against this group is likely to bring the UWC movement into disrepute. It should therefore be of concern to the whole of the UWC community including the International Board.

With regard to the Code of Practice, the Board stated that this was necessary as part of their obligations as a DSS school (a funding arrangement with the Hong Kong government). As the school has been a DSS school for a number of years and no local schools have such a provision in their contracts, I am not convinced that this explains its hasty introduction. If the Board really did feel the need for such a code, would it not have been more appropriate to work with the Principal and staff to draw up a mutually agreed document? I consider that its true origins of this and the confidentiality clauses may go back to the dismissal of a member of staff that occurred in the preceding months, the handling of which resulted in the Board incurring considerable criticism, some of it in the local press. The allegations against the teacher had, through hearsay, come to the attention of a parent, who then raised the matter in a letter to the Board. Though the member of staff was allowed to remain in his apartment on campus (the original requirement was to vacate it for a hotel room) he was not allowed to communicate with either staff or students whilst enquiries took place, effectively isolating him from friends and support. After about 10 days the Board announced that there was insufficient evidence to prove the issue either way, hence the teacher was reinstated. This decision was announced at a staff meeting, which the accused teacher was entitled to attend, but was persuaded it was in his best interests not to. The meeting was very emotionally charged and divisive, but whether what was said at this meeting was at all connected to the Board deciding to dismiss the member of staff two days later we shall never know. This was done under a clause in our contracts (another long standing cause of dissatisfaction) that gives the Board the power to dismiss any member of staff immediately (in this case to leave campus with an hour!) on payment of 6 months salary, though in this case the compensation was increased considerably in return for a written undertaking by the member of staff to keep all details of the matter confidential. My belief is that these provisions were introduced as part of the contracts because the Board felt that during this incident it would have been subject to less public criticism if they had been in place.

Confronted with significant changes to contracts they were supposed to sign within weeks, staff were far from happy and a decision was taken to make the International Board and National Committees (we have had a response from only one) aware of what had occurred and the resulting staff dissatisfaction. The minutes of the March 2007 meeting the International Board meeting simply state that they resolved that contractual matters are purely an issue between the College Board and the staff. From informal accounts the members of the International Board spent considerably more time discussing the inconvenience of having their e-mail boxes filled with the large attachments that accompanied the e-mails drawing their attention to the matter, than they did discussing the contents of those attachments!

The central question I wish to raise in this article is whether the International Board is right to wash its hands of all contractual issues. Is there no line that a College Board could cross that would provoke the International Board to action? The UWC movement is inspirational, which is why I have given so many years to it and will doubtless continue to do so, but does the movement want to be associated with:

- provocative discriminatory action
- the limiting of freedom of speech
- dismissal for reasons that would not stand up to public scrutiny
- the buying of silence
- top-down non-consultative governance by decree

These are attributes more commonly associated with totalitarian regimes rather than the progressive educational institutions that UWCs profess to be. Is this the type of behaviour we should be modelling for the young people that we have been entrusted to educate? I believe the actions documented above are totally contrary to the principles that unite the grass roots of the movement and that it is the duty of the International Board to safeguard these principles and protect the good name of the UWC movement.