FEATURED ARTICLE

Academic Advising and Potential Litigation

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INTRODUCTION

It is important for the academic advisor to be aware of the legal ramifications of adv ing. However, the academic advisor cannot function in fear. Generally, when legal acti occurs in the area of academic advising the result is either a tort claim or a contract clai There have been instances of other actions which involve other types of legal issues such conflict of Interest, constitutional rights violations, and violation of anti-trust laws. T vast majority of legal cases in recent years focused upon academic decisions rather th upon cases involving disciplinary action or student unrest. The advisor, then, should lir advice to areas which are specifically assigned and areas in which the advisor has propriate knowledge and background. Advice given without careful thought or in reckl disregard of its truth may result in legal action.

A tort action is a civil action independent of contracts for which the court may all money damages. On the other hand, a contract claim is brought when an agreemer created an obligation between two or more parties is violated. Because of th generated in recent years. this paper will focus on these basic areas.

TORT LAW

NEGLIGENCE

Negligence is a tort that has been created due to necessity. Because of the special r tionship of a person professing knowledge, the reasonable and prudent person relies representations made by the specialist. Often, if the trust is misplaced, an innocent per suffers. Thus, the courts have had to create a type of tort to protect the innocent.

Negligence has four basic elements. There must be a legal duty recognized by the cou this duty must be breached; the breach of this duty must be the legal cause of an inju and the claimant must experience actual injury.

The major question in negligence is whether a duty exists. Duty is defined by Prosser as being the obligation which is recognized by the law which requires the actor to conform to a certain standard of conduct for the protection of others against unreasonable risks.[1]

Courts have been reluctant to impose a duty except in a few extraordinary instances. The general rule is that there is no duty if there is no special relationship. Special relationships have been determined to exist in a doctor-patient relationship, a lawyer-client relationship, and in the psychiatrist-patient relationship. In very recent decisions, courts have indicated that the special relationship between teacher-student may soon be acknowledged.

It can be seen that once a special relationship is determined, a tremendous burden is created. This burden creates an extremely high margin of liability, because once a duty exists the court must examine the facts to determine if there was an injury to the claimant, and if an injury which was present was the injury due to a breach of an existing duty. In addition to an injury, the court asks if the reliance by the claimant was reasonable. The theory of negligence rests upon the reasonable, prudent person standard, that is, the court creates a fictitious person who acts with ordinary skill and care.

In a relatively large number of cases duting the last decade negligence was the primary issue. A major court issue facing academic advisors today, is the question of relationship and duty. The academic advisor must know or at least be aware of the fact that because the advisor is held publicly to have special knowledge and because the advisor has access to certain information, the advisor may have a duty to a student advisee. If the advisor is not careful in gathering information or if the information is made available with disregard for truth, then the advisor may be negligent.

NONDISCLOSURE AND MISREPRESENTATION

One problem which arises regularly in the academic environment, is when an advisor who has information, remains silent or passively fails to disclose these facts. Is this grounds for claiming an injury? As a general rule, courts have not found silence to be sufficient grounds upon which to base liability. The general rule is based upon *Caveat Emptor* or "let the buyer beware." It dates back to early English law which reflected the rather unethical business practices of the English merchant.[2]

Modem cases have held that as long as one does not actively mislead another, there is no misrepresentation. Nevertheless, courts have deemed it necessary to develop some expectations. An expectation is that If one speaks at all, sufficient information must be disclosed so that the words are not misleading. One cannot, then, disclose only a part and represent it to be the whole.

[1]William L. Prosser, *Law of Torts*, 4th ed. (St. Paul, MN: West Publishing Co., 1971), p. 143.

[2]Peck v *Gurney* (1873), L.R. 6 H.L. 377.

Another expectation is that the one who has the information has a fiduciary duty to th other party. Examples of such duty are: the employer-employee relationship, wher special trust is placed upon the discloser, or where one holds oneself out as a profession; or expert in that field and has assumed a position of authority. Most courts will find a dut of disclosure if the party has special knowledge or means of acquiring that knowledge, no openly available to the other. This is particularly true if there is reliance on the informatio and the information would affect the ultimate decision of the one not in possession of th information. As a result of the court's chiseling away at the general rule of disclosure, th law today appears to be that full disclosure of all material facts must be made whenev conduct demands it.[3]

If misrepresentation exists, then the next question follows. To whom is the represente liable? The answer depends upon the facts of the case. If the misrepresentation was inter tional, then the representer is liable if the intention was to mislead or to deceive. T greater liability if "scienter," (defendant had knowledge) can be proven. Sometimes cour may be asked to impose the doctrine of transferred intent, but they have refused to do th because of public policy. It is possible that the size of the group which may rely upon th misrepresentation will be so large that the burden of liability would far exceed the fault the misrepresentation. Thus, the limits for liability may include the original advisee and e clude the casual observer whp might overhear and who had no reason to act upon th misrepresentation. On the other hand, anyone who has reason to act upon th misrepresentation, even though it was not made to that individual personally, is include within the zone of liability.

If the speaker believes his/her own statement to be true, or the representation is ma without any belief as to its truth, or the statement is made with reckless disregard of i truthfulness, the representer is merely negligent and liable only if there is detriment reliance on the misrepresentation. This reliance must be reasonable.

It must be remembered that the academic advisor influences a large number of perso Memos and other statements published by academic advisors may be directed to other addition to the intended recipient, and it is not unreasonable for them to rely on incorr information.

When a misrepresentation is made, the significance assigned to it will be determined the effect it would have on a reasonable and prudent person, If it is logical that one wo rely on the statement or information that was misrepresented, then the court is likely acknowledge that negligence occurred. However, if it appears to be an unreasona reliance, then it is highly unlikely that the court will find the declarant liable.

Misrepresentation may occur merely by entering into a transaction; for example, the a tions of an academic advisor may be sufficient representation though no oral disclos was made. Once again, if the reliance by the advise or anyone else who may reasonably expected to rely upon the information was reasonable, the academic advisor may be lial for damages based upon negligence.

[3]W. Page Kmon, Fraud-Concealment and Non-Disclosure, 15 TEX.L.REV. 1, 31-40 (1936); Note, 2 IDAH LAW REV. 112 (1965); Joyner v Albert Merrill School, 411 N.Y.S. 2nd 988 (NY 1978); Dizick v Umpqua Commur College, 577 P.2nd 534, 599 P.2d 444 (OR 1978).

When an ambiguous statement is made, and the advisee mistakes the meaning, negligence is present. It makes no difference that there may be two meanings, a true and false one. If the advisee makes a reasonable reliance upon the false meaning, it does not matter that the advisor intended the true meaning and that the advisor thought the advisee understood the true meaning. What matters is that misrepresentation based upon negligence occurred and the advisee was reasonable in relying upon the false meaning. Again, as in every instance of negligence, the advisee must experience an injury because of the misrepresentation.

In summary, misrepresentation is negligent behavior. It can be deliberate concealment of facts. It can be words which conceal the truth, or it can be a false denial of knowledge. Misrepresentation can be by conduct as well as oral declarations. The liability of negligent misrepresentation or nondisclosure is not necessarily confined to the advisee, but includes anyone who may reasonably be expected to rely upon the disclosed information.

DEFAMATION

Defamation is another common tort action. Academic advisors are particularly susceptible to this action because they come into contact with sensitive and personal infonnation on a daily basis. Defamation is composed of the separate torts of libel and slander. Libel is written communication which can harm one's reputation, and slander is an oral statement made to injure a party's reputation or standing in society.

Academic advisors must process and communicate information concerning an advisee's scholastic performance and social behavior. This information may affect a student advisee's reputation and stigmatize his/her future. The advisor is given no special relationship privileges. When ordered by the court, the advisor must disclose known facts.

On the other hand, in order to perform the duties of an advisor, there must be a confidential relationship between advisor and advisee. Thus, courts have held that a qualified privilege exists between advisor and advisee.' A qualified privilege requires that the advisor make statements in good faith, without malice, based upon reasonable grounds, and in answer to an appropriate inquiry.

An advisor should not volunteer information concerning an advisee. Although truth of a statement is a defense for a defamation action, the modem trend is that the disclosure of the information must be made with good intentions and for justifiable reasons. Courts might consider the voluntary disclosure of damaging information to be malicious conduct by the discloser.

Persons employed in an academic setting are particularly susceptible to charges of libel and slander. Student information should be passed from one office to another with caution. Gossip and careless talk is not privileged information and should be avoided. Information should not be passed to prospective employers without a personal request from the advisee. As a matter of fact, in Texas, a president of a college was asked for graduation information concerning a former student. The president indicated that the student had not graduated and had. in fact, been dismissed from the college because he stole a typewriter.

Baskett v Crossfield, 228 S.W. 673 (KY 1921).

The president added that the student was placed in jail. The student sued for damages claiming the statement of the college president was slanderous and untrue. The president could not prove the statement true and the court found in favor of the injured student.'

In addition to state courts demanding discretion by responsible individuals, the Federal Law also serves to protect the student. In 1974 the Family Educational Rights and Privacy Act was passed, and the amendment (often referred to as the Buckley Amendment)' establishes the standards which must be used in handling student records. The records which are protected under this act include academic records, health records, attendance data, achievement test scores and behavioral reports which are routinely handled by advisors and counselors. Those communications which are not routinely shared by counselors and advisors are probably not included in the protected file if the communications are kept by the individual advisor or counselor.'

One of the protections of this Educational Act is that student information cannot be released unless the student or the legal guardian has given consent or unless the court orders the release of information from the student's file. School officials have access to the records if the need or interest is a legitimate educational interest. When student records are legitimately transferred or examined, the student and/or legal guardian may request to inspect and review and/or receive a copy of the records and they may request the opportunity to have a hearing to challenge the contents.'

In summary, an academic advisor who has the responsibility of interpreting highly sensitive data is particularly vulnerable to the defamation action. Courts will look closely to determine if the facts of the case show malice or bad faith by the advisor. Caution should be the key factor in disclosing confidential information since only a qualified privilege exists to protect the advisor.

CONTRACT LAW

WRITTEN CONTRACTS

Courts have been reluctant to assume jurisdiction over disputes between student(institutions of higher education. Judges have consistently stated that they do not have the necessary expertise to determine educational standards.

In the 1960s most of the actions in higher education being heard in courts centered around disciplinary dismissal or academic grade deficiencies. Courts stated that they would not enter into academic affairs unless there was a clear case the action by the university or college was arbitrary, capricious, and/or unfair to the student.'

Tyler Commercial College v Lattimore, 24 S.W.2d 361 (TX 1930).

Education Amendments of 1974, Public Law No. 93-380, 10 U.S.C.A. 1232g.

David G. Carter, II, John Harris III., and Frank Brown. "Privacy in Education: Legal Implications for Educational Researchers," *Journal of Law and Education*, 5 (Oct. 1976), 470.

Education Amendments of 1974.

University of Miami v Militania, 184 So.2d 701 (FL 1966). 236 So.2d 162 (FL 1967).

In 1965, the courts established a standard for intervention in academic **affairs.**'' The standard **established** was that **colleges** and **universities** have broad discretion where academic rquirements are concerned, and the administrators have the necessary information to determine the requirements necessary to attain academic success. Therefore, courts **will** intercede only if the **college/university** administrator's decision is clearly arbitrary and **capricious.**''

The courts held firmly to the arbitrary and capricious standard throughout the **1960s,** steadfastly refusing to examine or rwiew decisions made by administrators of colleges and universities. The court stated in ***University*** of Miami v ***Militania***'' that arbitrary was not synonymous to bad faith or good faith. Therefore, the court stated that it would be **necessary** to examine the facts of each case to determine if **instltutions** of higher education acted arbitrarily and capriciously.

Another court stated that if a student charged that a college acted unfairly in an academic decision, then the student must prove that the decision was **based** upon arbitrary and capricious actions by the individual charged with the **responsibility** of making the **decision.**''

During the **1970s,** charges made by students **claiming** injury were no longer based entire**ly** upon tort law, but also incorporated contract law. There were many instances **where actions** for the tortuous act of misrepresentation could not be proven, but the **claim** could be made and heard based upon contract law. Tort actions usually **result** In claims for money damages. Contract actions usually seek **restitution** and fairness to both parties.

Courts began to recognize that **injustices** were occurring, because students were claiming that when they entered a **college** or university they entered into a contract with the instltution. They also claimed that the terms of **the contract** were stated in the institution's **bulletin** and student handbooks. Students were winning these **cases.**''

Recently, a court held the following:
- that advising was an implied contract between a student and **an** institution.
- that terms prescribed by the institution for graduation are binding.

''**Connelly** v **University** of Vermont *and* State **Agricultural College,** 244 F. Supp. 156 ***(VT 1965).***

''**Connelly v University** of Vermont.

''University of Miami v **Militania, p.** 703.

''**Bower** v **O'Reilley, 318 N.Y.S.2d** 242 **(NY** 1911); **Paulsen** v **Golden Gate University, 602 P.2d 778** (CA 1979); **Jansen** v Emory **University, 440** F. Supp. **1060, affirmed** in 579 **F.2d** 45 **(GA 1977).**

''**Heally v Larsson, 323 N.Y.S.2d 625 (NY** 1911): **DeMarco** v **University** of **Health Sciences,** 352 **N.E.2d** 356 (IL **1976); Steinberg v Chicago Medical** School. **371 N.E.2d 634 (IL 1977);** Lyons v Salve **Regina College,** 565 **F.2d 200 (1st Circ. 1977), cert. denied 98 S.Ct.** 1611 **(1977),** 43SU.S. **971 (1977); *Eisele v Ayers, 381 N.E.2d 21 (IL*** 1978); ***Ross*** v Pennsylvania Slate **University,** 445 F. Supp. **147** (PA **1978); Peretti v State** of Montana. **464** F. Supp. **784 (D. MT 1979), reversed 661 F.2d** 756 **(MT** 1919): **Kantor** v Schmidt. **423 N.Y.S.2d 209** M Y **1979); Watson v University of Southern** Alabama **College** of **Medicine** 463 F. Supp. 720 **(AL 1979); Yakin** v **Universit**y of Illinois. **508** F. **Supp. 848 (IL 1980);** In **re Antiock University, 418 A.2d 105** (DC **1980); Essignmann** v **Western** New England **College,** 419 **N.E.2d** 1017 (MA 1981).

that additional requirements may not be placed upon a student after the student **completes** those rquirements that were outlined for the student by the proper **officials.**''

However, another court held that additional requirements could be required **after** a student was admitted to the institution. The court said that as long as the requirements were **reasonable** and the student had proper notification before his program was completed, there was no arbitrary action by the university."

Courts have consistently held that bulletins and **handbooks of an** institution constitute a contractual relationship between the student and the institution. With this relationship, duties are imposed on both parties and the contract may be judicially enforced.'' As recently as 1981 a New Jersey court held that an institution must follow **its** own **rules.**''

Although courts have determined that a contractual relationship exists between student and institution, one court said the principles of commercial contract law should **not** rigidly applied, and colleges and universities should be allowed to retain broad dih**tionary** powers in making academic decisions.''

Courts continue to hold **that** institutions of higher education must not act arbitrarily and capriciously, **and as** long **as institutlonal** decisions appear to be made in good faith without **malice** the institution may retain its broad discretionary powers.''

A Montana acourt held that **the state** breached its **contract** with several students when the state eliminated a course of study **leaving** the students with limited study, with only dubious training, and no opportunity to complete **the course** of study. The court determined that when the state eliminated the **courses** it breached an implied contract. However. the court cautioned that not every statement in the publication would become part of the contract; statements must be reasonable to be implied; and its ruling should not be so rigidly applied that the institution becomes static.''

If the contract claim **centers** around academic dismissal, courts hold firmly to the general standard that arbitrary and capricious action must be proven before the student **prevails.**'' Courts have **said** that even if a **bulletin** is a contract, if the student does **not** achiwe passing **grades,** the student can be **dismissed** and it **will** not be a breach **of**

''**Heally v Larsson.**

''**Giles** v Howard University. 428 F. Supp. **603 (DC 1977).**

''**Steinberg** v **Chicago Medical** School.

''**Clayton** v **Trustees of Princeton University, 519** F. Supp. **802 (NJ** 1981).

''**Lyons** v **Salve** Regina Colkgc.

''**Eisele** v **Ayers.**

''**Peretti v State** of **Montana.**

''**Watson** v **Univ.** of So. **Alabama College** of **Medicine; Ayton** v **Bean.** 436 **N.Y.S.2d 781 (NY 1981).**

contract.'' **Courts** will not **interfere if there** u no evidence of bad faith or arbitrary action, and no stigma attaches to the student's name or reputation.''

Courts have been asked to intervene when the student has been dismissed for failing to achieve adequate grades to continue in good academic standing, and also when the student claims there has not been adequate warning of **his/her deficient** performance. One court held that such failure to notify the student war not arbitrary and capricious action. though a valid regulation published in the institution's student handbook stated there would be proper notification to the student if **academic progress** was **deficient.** However, that court cautioned institutions to keep students advised of academic deficiencies which affect their progress toward a degree.''

Another court determined that when a student was advised of academic requirements for remalning in a doctoral program. this was sufficient notice of those requirements. The court also stated that when an institution makes extraordinary efforts and goes beyond its obligation to **allow** a student to remedy **failures,** this does not breach the **contract.**'' Generally, courts have not found academic dismissals to be arbitrary and capricious, but students must at **least** be advised of deficiencies.''

A Washington State court was asked to intervene when a student failed to maintain an adequate grade point average in law school, and the court held that a university has no duty to **warn** of potential academic failure. The court **stated there** was no fiduciary **duty** or confidential relationship between the university and the student. The relationship is contractual and when a student fails to achieve satisfactory **progress** the student breaches the **contract.**''

ORAL CONTRACTS

A contract is not always written. It can be oral. As a result, the advisor must be careful not to relate information or make agreements in **conflict** with the institution's written policies. Reliance upon oral statements can be just as binding as reliance upon written policies. Yet. if there is a written policy, it appears the written policy **takes** precedence over the oral agreement.'' In one state court the judges determined that an oral agreement to award a degree, regardless of the school's regulation, could not be recognized. When such an oral agreement was made and violated. the student sought relief from the court. The student alleged arbitrary and capricious actions by the institution **resulted** in an erroneous

''Watson v Univ. of So. Alabama Schcd of Medicine.

''Aubuchon v Olson, 467 F. Supp. 568 (MO 1979).

''Kantor v Schmidt; Abrams v Illinois College of Podiatric Medicine, 395 N.E.2d 1061 (IL 1979).

''Morpurgo v U.S. 437 F. Supp. 1135. affirmed 580 F.2d 1045 (NY 1977).

''Dietz v American Dental Association, 479 F. Supp. 554 (MI 1979).

''Maas v Corporation of Gonzaga University. 618 P.2d 106 (WN 1980).

''Holloway v University of Montana. 582 P.2d 1265 (MT 1978).

decision not to award a degree. The court held that to deny the degree was not erroneous and that the institution's established regulation was controlling.'*

In another **case** the **misunderstanding** resulted when the assistant dean of a law school informed a student that if a brief was rewritten satisfactorily the failing grade received on the first brief would not be calculated into the student's grade point average, but when the student's grader were calculated the failing grade was included even though she rewrote the brief. The student was dismissed for **academic** reasons and she brought suit claiming she had been misled and that she had relied upon the assistant dean's representation. The court looked **carefully** at the facts of the **case** and ruled that the student had lost nothing by relying upon the assistant dean's assurance since she had other poor **grades.**''

Reasonable **reliance** upon assurances by academic advisors and assistant deans may, in the future, result in courts granting relief. If the reliance is reasonable and results in prejudicial actions by the institution. the courts may find that students were treated arbitrarily and capriciously. Presently, broad **discretion** exists if students are dismissed for academic reasons.'' It appears that if the institutional publications are silent as to requirements, then departmental documents may constitute contractual terms.'' Often. departmental documents are **based** upon oral assurances such as the assistant dean's in *Shields.*'' Thus, the courts may find that a student's reliance upon such assurances are arbitrary and relief by court intervention is the only **equitable** solution. The court in *Lanner v Board of Education,* said that ". . . in constitutional adjudication as elsewhere, equitable remedies are a **special** blend of what is necessary, what is fair, and what is workable.'"'

AGENCY

It is important that the academic advisor understand the relationship between the student and the institution. The relationship which exists is one of contract. Within that relationship, the academic advisor is the institution's representative or agent, and the student has the right to rely upon the representations made by the academic advisor, as agent.

The advisor must adopt the **legal** stand of the reasonable and prudent person. The reasonable and prudent person **will** rely upon **information** communicated by an agent: therefore, it **is** imperative that **the** academic advisor transmit to the student or the student's guardian only the level of **knowledge** the academic advisor is trained to provide. The academic advisor should stress that the **responsibility** of an advisor is to advise, and the final decision **lies** with the student **and/or** the student's guardian. The advisor may make suggestions based upon knowledge or upon statements from university publications. and

''Holloway v Univ. of Montana.

''Shields v School of law. Hofstra University, 431 N.Y.S.2d 60 (NY 1980).

''Board of Curators of University of Missouri v Horowitz, 98 S.CI.W.435 U.S. 78 (MO 1978).

''Yankin v Univmity of Illinois, 508 F. Supp. 848 (IL 1980).

''Shields v Schcd of law. Hofstra University.

''Lanner v Board of Education Logan, Utah 463 F. Supp. 867 (UT 1978).

he/she has the responsibility to transmit such information to the student enabling the student to make an informed decision. The advisor does not make the final decision, the student has that responsibility.

Since the student must make decisions based upon information received from the advisor and from university publications, the student should be encouraged to read the publications carefully. It is important that the academic advisor informs each advisee of their responsibilities since in a contractual arrangement, the contract terms apply equally to both parties.

As an agent of the institution, the academic advisor has the responsibility of representing the principal (the university) in matters pertaining to academic transactions. This agency is expressed as well as implied. The university has demonstrated by its actions as principal that agreements made between academic advisors and students will constitute a contract: however, the written rules and regulations must also be included.

The individual's academic advisor is the person on campus who best knows his/her needs and the departmental requirements. Together the student and academic advisor must negotiate a program to meet those needs. There must be no deceit, no fraud, and above all, no misrepresentations, and the student must be able to rely upon the advice of the advisor. On the other hand, the academic advisor must not be misled or deceived by the student. It is recommended that the advisor keep accurate records of each conference for self protection, and protection for the student.

The academic advisor should not overstep authority by misrepresenting to the student that he/she has greater authority than has been defined for that position. The reasonable and prudent person may rely on information presented, if the person is led to believe it will help achieve desired results. The reasonable person may look to past recommendations and past decisions even though those decisions were not made with that person's circumstances and needs in mind. Therefore, it is necessary that the academic advisor stress the uniqueness of each person's needs, to enable him/her to make intelligent decisions.

The academic advisor is in a vulnerable position. Because of the responsibilities of academic advising, the advisor is a confidant of the student, and at the same time, he/she is an agent of the university. The advisor is viewed by students as having broad discretionary powers in the area of academic advising. However, the advice and counseling must center around the written publications (listing the rules and regulations) of the institution. The written publications constitute the terms of the contract between the student and the institution; and thus, the publications are the controlling matter. The academic advisor is not merely an advisor, but is the person who has knowledge and experience and can give advice intelligently and accurately to students, so they may make informed decisions.

SUMMARY

The academic advisor is vulnerable. Due to the responsibilities and duties placed upon the academic advisor, legal actions may result. The academic advisor must be alert, but not fearful. If an academic advisor fears criticism and liability, then that person's effectiveness may weaken. Courts have been reluctant to interfere in academic conflicts between student and institution. If the advisor has not misrepresented the facts or the duties of the office, and if the knowledge, information and authority of the advisor has not been misrepresented, courts will allow broad discretion in the academic decisions of an institution. However, if there have been arbitrary and capricious actions by the institution and its agents, courts will intervene to see that fairness prevails.

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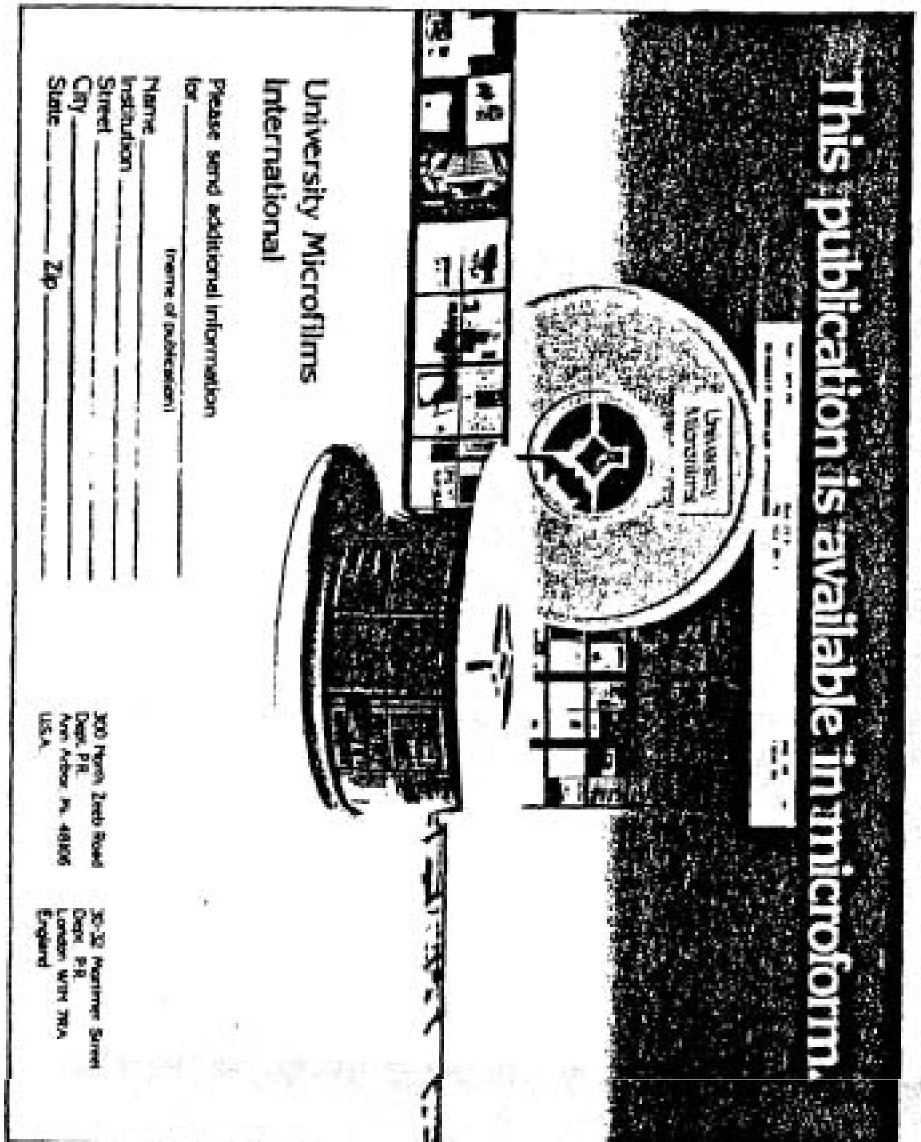

A Skills Approach To Career Development

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ABSTRACT

Students preparing themselves for careers in the future must be able to develop a wide range of skills that are applicable across those careers. Academic advisors must attempt to ensure that these students acquire such skills. This article presents an approach for doing both.

A SKILLS APPROACH TO CAREER DEVELOPMENT

The academic advisor's role in the career development of college students has lately increased in importance. Since stage, motivational, environmental and personality theories have influenced the modern approach to career development. this article is an attempt to complement those theories with a practical approach that is applicable to them and to careers. It is an approach that:

1) provides flexibility in the ever-changing job market:
2) require, little additional advisor training;
3) is generally applicable to all students who intend to mter the labor force, whether or not they earn their degree(s).

It is a *skills approach* to *career development.*

CURRENT CONDITIONS AND FUTURE NEEDS

Advisors (especially faculty advisors). still find themselves in the aftermath of the 1' effects upon educational philosophies and policies; for example, the freedoms and relaxations enjoyed by students in the late sixties and seventies often resulted in underprepared workers. Also. during recent economic and employment conditions. many high school (and college) graduates find themselves lacking in certain skills and. thus, at a competitive disadvantage in a tight labor market. Advisors, however. can provide a brighter outlook and strategy to help their students compete in this difficult market by utilizing the skills approach lo career development.