

CHARTER

INTERNATIONAL OMBUDS ASSOCIATION

March 2022

Establishment IOA Ombuds Program

In April 2020, the International Ombuds Association ("IOA") established an Ombuds Program on a pilot basis from April 1, 2020 to October 1, 2021 ("Pilot Program") to support the commitment of IOA to its mission and its Code of Ethics and Standards of Practice. Prior to the expiration of the Pilot Program, a Review Panel was appointed by the IOA Board of Directors to review the effectiveness of the Pilot Program and make a recommendation to the Board on whether it should be made a permanent program. The Ombuds Review Panel Report, dated October 2021, was presented to and considered by the Board at its October 18 meeting. The Report recommended that IOA create a permanent ombuds program based on its findings that the Pilot Program had been effective and that it was important for IOA to demonstrate, by its own actions, that an ombuds program is a valuable resource for organizations. After discussion, the Board voted unanimously to create a permanent IOA Ombuds Program ("IOA Ombuds Program" or "Program").

This Charter sets forth the purposes for which the IOA Ombuds Program was created and defines the terms, conditions, and principles on which the Program was established. It also sets forth the responsibilities and authority of the Program.

The purpose of the Program is help foster an environment of respect, honesty, fairness, and integrity, and to bolster a supportive and civil climate for all IOA members and at all IOA events and activities. As a professional association, IOA's goal is to be as supportive, inclusive, and accessible as possible for members and registrants for its annual conference and other activities, regardless of gender, sexual orientation, race/ethnicity, religion, employment status or status in the field, and to demonstrate the ability of an organizational ombuds to improve the conduct and climate of a professional association with aggregate data and anonymized feedback on trends and recommendations to the association leadership.

In keeping with national norms, those who utilize the IOA Ombuds Program are referred to as "visitors." When a visitor seeks support, the IOA Ombuds ("IOA Ombuds" or "Ombuds") will listen, serve as a strategic thought partner, help plan or develop options for the visitor to resolve conflict or to surface an issue, provide resources and information about IOA's policies and systems, and otherwise assist with informal conflict resolution and problem solving. In each case, the Ombuds provides support that is independent, confidential, impartial, and informal in accordance with the IOA Standards of Practice.

The IOA Ombuds will be present in person at in-person IOA conferences and will be available virtually at virtual conferences or other IOA events and for IOA members generally to provide

information confidentially and to provide a safe place for people to discuss such issues as safety, harassment, micro-aggressions, free speech, integrity, privacy, conflict with other IOA members or program participants, and conflicts of interest. The Ombuds is a resource to informally discuss any of these or other IOA related concerns and help inquirers develop options, problem-solve, create paths for self-advocacy, and make informed choices about the best path forward.

Operation and Standards of Practice

The Ombuds will establish and follow consistent practices and policies for the Ombuds Program, which will be posted on the Ombuds' website. The Ombuds will also publicize the key principles on which the Program is based, including the confidential, independent, impartial, and informal nature of the Ombuds' services and will clearly explain each of the Standards of Practice to each visitor.

As provided in the Services Agreement between IOA and the Ombuds (the "Agreement"), the Ombuds shall be a member of IOA and shall adhere to [IOA's Code of Ethics and Standards of Practice](#) in performing ombuds services for visitors.

A. Independence

Independence is essential to the effective functioning of the Ombuds Office. The Ombuds is an independent contractor and, while a member of IOA, will in no way be serving in any leadership role or other capacity for the IOA. The Ombuds functions outside existing administrative structures pursuant to the Agreement between the Ombuds and IOA. The Ombuds shall be, and shall appear to be, free from interference in the legitimate performance of their duties. This independence is achieved primarily through the reporting structure, neutrality, and organizational recognition and respect for the independent role of the Ombuds. The Ombuds will exercise sole discretion over whether and how to act regarding individual or systemic concerns.

B. Informality

The Ombuds provides a means for off-the-record discussions of concern and is a resource for informal dispute resolution and mediation services. The Ombuds has no authority to investigate, arbitrate, adjudicate, or in any other way participate in any internal or external formal process or action. The Ombuds is authorized to provide only informal assistance and does not have authority to make or override decisions; determine policy; testify, produce documents, or otherwise participate in legal, administrative, or other proceedings with respect to confidential communications; provide legal advice; or accept legal notice of claims or complaints against IOA or any other organization, entity, or person. For those wishing to assert claims or have on-the-record communications, the Ombuds can make referrals to appropriate formal channels so that individuals may make informed choices about which process they

decide is best for them to pursue. Use of the Ombuds Office is voluntary and not a required step in any grievance or other process.

C. Impartiality

The Ombuds will strive for impartiality and fairness in the consideration of all visitors and the issues they raise. The Ombuds will not take sides in any conflict, dispute, or issue. The Ombuds will, however, promote fairness and fair process. The Ombuds shall consider the interests and concerns of all parties involved in a situation impartially with the aim of facilitating communication and assisting the parties in reaching mutually acceptable resolutions.

The Ombuds will avoid involvement in any matter in which their private interests, real or perceived, may conflict with their ability to be impartial and independent in their role. To avoid such conflicts in the first place, the Ombuds will not serve as a voting member on any IOA committees and will not serve in a formal policy making capacity, except with regard to Program policies. If a potential conflict of interest nonetheless exists, the Ombuds will take all steps necessary to disclose the potential conflict and/or remove the conflict. If it is not possible to sufficiently address a conflict of interest in any situation, the Ombuds will recuse themselves from involvement in it.

D. Confidentiality

Confidentiality is the defining feature of the Ombuds Office. Communications with the IOA Ombuds are confidential to the maximum extent permitted by law. The Ombuds will hold all communications in strict confidence and will not reveal--and must not be required to reveal--the identity of visitors to the Ombuds Program. The Ombuds will not reveal any information disclosed to them in confidence except in accordance with the IOA Standards of Practice, including not disclosing such information without a visitor's express permission and then only at the discretion of the Ombuds. The Ombuds may, however, disclose otherwise confidential information if they determine what might be an imminent risk of serious physical harm.

Because the Ombuds Program is a purely voluntary resource that no one is required to use, those who do so will be understood to have agreed to abide by the terms, conditions, and principles upon which it was established and not call on the Ombuds to testify or produce documents relating to confidential communications in any legal, administrative, or other proceedings. IOA has also agreed to respect the terms, conditions, and principles on which the Program was created and not call on the Ombuds to testify or produce documents relating to confidential communications in any legal, administrative, or other proceedings.

The confidentiality of communications with the Ombuds may not be waived by others. The Ombuds Program will resist any attempts by visitors or third parties to compel disclosure of confidential communications or documents by invoking the terms, conditions, and principles of this Charter and by asserting a claim of confidentiality under any applicable rule or statute

under which confidential communications may be protected, including where applicable, rules or statutes dealing with mediation and other methods of alternative dispute resolution.

Scope of Services

The IOA Ombuds will be available to consult with visitors in connection with the annual IOA conference and any IOA meetings and activities. The Ombuds will also be available to consult with visitors about any other issues that involve or that could have an impact on IOA its members, the profession, or concerns they may have related to their ombuds practice. The Ombuds shall not discuss anything pertaining to a specific ongoing case, a former case or confidential case trends at a visitor's organization.

The IOA Ombuds will be generally available by telephone and email. Visitors can find contact information for the IOA Ombuds on the IOA website at <https://www.ombudsassociation.org/ioa-ombuds-program>

Accountability and Reporting

The IOA Ombuds will report to IOA's President, and as they deem appropriate, to IOA's Executive Director, Executive Committee and/or Board of Directors, as provided in the Agreement. The Ombuds may also meet with and alert senior leadership of IOA of any systemic issues or trends the Ombuds believes may help the organization address identified or potential issues, improve the climate for membership or future conferences, or improve its policies and practices. Even when reporting issues to senior leadership, the IOA Ombuds protects the confidentiality of visitors using the Ombuds' services.

Record Keeping

The Ombuds provides only informal assistance, and although informal notes may be temporarily created only as needed, the Ombuds will destroy all notes, documents, and materials containing personally identifiable information or confidential communications once a matter has concluded. Any reporting to senior leadership, as provided in the Agreement, will contain only aggregate data and the Ombuds insights and observations on the types of issues raised an any organizational recommendations. The Ombuds does not keep records for IOA or for the use of any party utilizing their services and shall not create or maintain documents or records for IOA about individual cases.

Retaliation

All visitors shall have the right to consult with the Ombuds without retaliation or fear of reprisal. Retaliation against any visitor for consulting with the Ombuds or against the Ombuds for actions within the scope of their duties as described in this Charter is prohibited.