

# AEA Ombuds Resource Charter

## I. Introduction

The American Economic Association ("AEA" or the "Association") has engaged MWI, an outsourced ombuds services provider, to establish the AEA Ombuds Resource ("Ombuds Resource," or "Resource") to provide ombuds services to help foster an environment of respect, honesty, fairness, and integrity, consistent with the AEA Professional Code of Conduct and the AEA Policy on Harassment, Discrimination, and Retaliation (collectively the "Policy" or "Policies"), and to bolster a supportive and civil climate at the Association for all its members. In keeping with standard ombuds norms, those who utilize the Ombuds Resource, are referred to as "visitors." When a visitor consults with the Ombuds Resource, a member of the ombuds team ("Ombuds") will listen, serve as a strategic thought partner, help the visitor explore or develop options for the visitor to resolve conflict or to surface an issue, provide resources and information about the Association's policies and systems, and otherwise assist with informal conflict resolution and problem-solving. In each case, the Ombuds Resource provides support that is independent, confidential, impartial, and informal. This Charter ("Charter") defines the terms, conditions, and principles on which the Ombuds Resource has been established and describes the privileges, responsibilities, and authority of that Ombuds Resource and the Ombuds.

## II. PURPOSE AND SCOPE OF THE OMBUDS RESOURCE

### A. *Mission Statement*

The primary mission of the Ombuds Resource is to provide an independent, impartial, informal, and confidential resource to assist individuals to surface, manage, and/or resolve issues for AEA members relating to the AEA or the economics profession, including questions or concerns about the Policy and early and informal resolution of conflicts at the lowest levels possible without the need to pursue formal processes. In addition, the Ombuds Resource is designed to alert Association leadership, without breaching confidentiality, about systemic problems or general trends that merit further review or consideration for the good of the Association and its members. The Ombuds is neither an advocate for its visitors nor does it represent Association leadership. Rather, the Ombuds is an advocate for respectful dialogue, fair practices, and mutual understanding.

### B. *Responsibilities of the Ombuds Resource*

The Ombuds Resource is responsible for the following:

- providing Ombuds services to eligible visitors
- supplementing, as an informal resource for communication but without replacing, formal organizational channels such as established complaint mechanisms and speaking with leadership
- fostering equitable and fair treatment of all people

- helping members understand and comply with the Association's Policies to promote civil and respectful discourse in all forums, equal opportunity and fair treatment of all economists, and ethical practices
- helping the Association, as an early warning system, by sharing general trends and emerging issues with leadership while maintaining the confidentiality of the identity of visitors to the Resource and their confidential communications with the Ombuds
- facilitating, where requested, communication between parties that find themselves in a dispute with others
- conducting outreach and education throughout the Association about Ombuds Resource services and conflict management and resolution techniques
- developing and maintaining administrative procedures for effective and efficient operation of the Ombuds Resource

C. *Constituents Served by the Ombuds Resource*

The Ombuds Resource may provide service to individuals in the following groups:

- Association members
- Association leadership

Individuals who contact the Ombuds Resource who do not belong to one of the above groups will be given appropriate referral information to other resources.

### **III. STANDARDS OF PRACTICE AND CODE OF ETHICS**

Each member of the Ombuds Team shall adhere to the Code of Ethics and the Standards of Practice of the International Ombuds Association<sup>1</sup>, which are incorporated by reference in this Charter. As noted below, the Ombuds Resource functions independently and confidentially, it remains neutral, and it limits the scope of its services to provide informal assistance in conflict management and resolution and in surfacing concerns and issues.

The Ombuds will establish and follow consistent practices and policies for the Resource, which will be posted on the Ombuds Resource website. The Ombuds will publicize on its website and elsewhere the key principles on which the program is based, including the confidential, independent, impartial, and informal nature of the Resource's services, and will clearly explain each of these Standards of Practice to their visitors.

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<sup>1</sup> "The mission of the International Ombuds Association is to support and advance the global organizational ombuds profession and ensure that practitioners work to the highest professional standards." International Ombuds Association, <http://www.ombudsassociation.org/>.

A. *Independence*

The Association has established an independent Ombuds Resource, which allows visitors to come forward and confidentially discuss concerns relating to the AEA or to the economics profession without fear of retribution. Although the Ombuds Resource has a direct line of communication to AEA’s President, the Ombuds Resource shall be, and shall appear to be, free from interference in the legitimate performance of its duties.

The Ombuds are not part of the AEA leadership. The Ombuds exercise sole discretion over whether and how to act regarding individual matters or systemic concerns, consistent with the terms of authority described below in Section IV: “AUTHORITY/LIMITATIONS OF THE OMBUDS RESOURCE.”

B. *Informality*

The Ombuds Resource provides informal assistance to its visitors. It has no authority to receive notice of formal complaints against the Association, conduct investigations, or make business or policy decisions for the Association. It will not participate in formal adjudicative processes, outside agency complaints or lawsuits. Instead, the Ombuds Resource provides visitors with an opportunity to informally take action themselves to resolve their issues or to collaborate to accomplish mutually acceptable outcomes.

The Resource does not create or maintain business records for the use of any party utilizing its services and shall not create or maintain documents or records for the Association about individual cases.

As an informal resource, the Ombuds Resource is always a voluntary option. It is not a required step in any formal process that is available at the Association.

C. *Neutrality and Impartiality*

The Ombuds Resource shall always be a neutral and impartial resource and shall not take sides or advocate on behalf of the Association or any individual or cause. The Ombuds will impartially consider the interests and concerns of all parties involved in a situation.

Consistent with its position of neutrality, the Ombuds cannot, under the terms of this Charter, and will not participate in formal proceedings of the Association that concern issues visitors have discussed with the Ombuds Resource.

The Ombuds shall avoid involvement in matters where there may be a real or perceived conflict of interest for an Ombuds team member or the Resource, i.e., the Ombuds’ private interests interfere with the neutrality of the Ombuds Resource. When a real or perceived conflict of interest exists, the Ombuds shall take appropriate action to disclose and/or avoid the conflict. The Ombuds shall also comply with any Association policies related to conflicts of interest.

D. *Confidentiality*

Confidentiality is the defining feature of the Ombuds Resource. Communications with the 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 Resource. No member at any level of the Association may compel the Ombuds to disclose confidential information.

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 there is an imminent risk of serious physical harm.

The Association fully supports the confidentiality of the Ombuds Resource. It encourages parties to come forward confidentially, share their concerns and, as appropriate, attempt early and collaborative resolution instead of adversarial complaint processes or resorting to prolonged appeals or litigation. The opportunity for a frank and confidential discussion of issues, options, and possible outcomes is an important goal of the Ombuds program.

Because the Ombuds Resource 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. The Association has also agreed to respect the terms, conditions, and principles on which the Resource 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 Resource 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 agreement, 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.

The Ombuds and the Association will cooperate with each other to implement policies and practices to protect the confidentiality of visitor identities and Ombuds' confidential communications. In addition, the Association will notify the Ombuds Resource of any subpoena or request for the production of documents served on the Association seeking disclosure of Ombuds' confidential communications and cooperate with Ombuds to take all reasonable steps, as determined by the Association, to resist such attempts to compel disclosure of Ombuds' confidential communications or documents, including filing a motion for protective order or taking other legal action to resist such attempts.

The Ombuds will maintain any case-related information (e.g., notes, phone messages, appointment calendars) in a secure location and manner, protected from inspection by others and will have a consistent and standard practice for the regular destruction of such information. The Ombuds will prepare any data or reports to be shared with the Association or the Association's leadership in ways that protect visitor confidentiality.

#### **IV. DISCUSSIONS FACILITATED BY THE OMBUDS**

Ombuds use several tools when working with visitors, including offering them the option to participate in a facilitated discussion. A facilitated discussion is an informal and voluntary process where the Ombuds offers to assist the visitor and the person of concern with an opportunity to speak with one another about the concern in a private setting.

The Ombuds has no authority to impose an outcome, mandate participation in the process, or determine an outcome. Should both the visitor and a person of concern elect to participate in a facilitated discussion, they should expect the following:

- 1) The Ombuds will remain a neutral facilitator of the process. The Ombuds' role is to assist the parties to identify their interests and develop options for resolution that the parties may determine solely in the end by agreement.
- 2) The Ombuds will not serve as a representative or advocate for any side. The Ombuds is an advocate for a fair process and will conduct themselves accordingly as they facilitate the discussion.
- 3) Participants in a facilitated discussion cannot create new policies, rights and/or privileges by agreement.
- 4) Any written agreements that would benefit from the oversight by a third party, will be provided to the third party, with the knowledge and consent of the parties, to monitor compliance. The AEA and the Ombuds will not monitor or enforce the terms of any agreement.
- 5) In alignment with their commitment to confidentiality, the Ombuds will not reveal the contents of the facilitated discussion to anyone unless a participant shares information that the Ombuds determines represents an imminent threat of serious harm or as authorized by the IOA's Standard of Practice.
- 6) Facilitated discussions are voluntary for all parties including the Ombuds. Should a facilitated discussion end without resolution, all other options remain for the visitor including continuing to work with the Ombuds or pursuing formal options for resolution.
- 7) Unlike a traditional mediation, the participants and the Ombuds do not sign an Agreement to Participate / Confidentiality Agreement for each facilitated discussion and instead will be bound to the principles and terms and conditions of confidentiality, informality, independence, and neutrality contained in this Charter.

## **V. AUTHORITY/LIMITATIONS OF THE OMBUDS RESOURCE**

The authority of the Ombuds Resource is both defined and limited in a manner that enables it to best serve members of the Association. The authority of the Ombuds Resource derives from Association leadership and this Charter, as manifested by the endorsement of this Charter by the President of the Association.

### *A. Authority of the Ombuds Resource*

#### 1) Providing Services to Visitors

The Ombuds will listen to each visitor's concerns or questions and then try to help the visitor develop options appropriate to the dynamics of each situation. These responses may include providing policy information or referral assistance, identifying, and reframing the issues, helping a visitor develop options or a communication strategy, conflict coaching, making informal inquiries or facilitating a discussion between visitors (with their permission). The Ombuds also can help visitors assess their different options for conflict management or resolution. The Ombuds are authorized to discuss issues with visitors that fall under federal, state, local labor and employment laws, rules, and regulations, but the Resource of Ombuds is not authorized to accept service or receive formal or legal notice of claims against the Association or its agents.

#### 2) Initiating Informal Inquiries and Accessing Information

The Association values early and informal conflict resolution. To pursue this goal, the Ombuds may, on occasion, need to make inquiries or seek assistance in order to gain an understanding of all aspects of a dispute. Association members and leadership are encouraged to cooperate with these efforts of the Ombuds Resource. (Any inquiry made by the Ombuds does not constitute a formal investigation by either the Ombuds Resource or the Association.)

#### 3) Addressing Perceived Systemic Trends

The Ombuds may inquire into adverse trends that the Ombuds observes or perceives. The Ombuds may also bring adverse trends to the attention of appropriate Association leadership in a manner that protects the confidentiality of individuals who may have shared information with the Ombuds about such trends.

#### 4) Ending Involvement in Matters

The Ombuds may decline to participate in a visitor's case or withdraw from it if the Ombuds believes that involvement in the case would be inappropriate for any reason.

B. *Limitations on the Authority of the Ombuds Resource*

1) No Authority to Investigate, Adjudicate, Sanction, Change, Bind, or Enforce

The Ombuds Resource may not conduct formal investigations of any kind, nor is it authorized to adjudicate disputes, issue findings, or impose remedies or sanctions. The Ombuds may not make policy decisions on behalf of the Association, its leadership, or its members.

While the Ombuds Resource can provide visitors with information and assistance in conflict management and with respect to AEA policies and procedures, visitors are solely responsible for deciding what action they wish to take and for managing their own conflicts.

The Ombuds Resource is not authorized to unilaterally change leadership decisions or Association policies/procedures. The Ombuds Resource is not authorized to make any statements or commitments that bind the Association, financially, contractually, or otherwise.

2) Not a Recipient of “Notice”

Because the Ombuds Resource is designed to be a confidential resource for informal conflict resolution, communication with the Ombuds Resource is always “off the record” (unless it falls in one of the exceptions to confidentiality recognized in the IOA Standards of Practice). Therefore, the Ombuds Resource is not authorized to be a recipient of notice for the Association about any alleged misconduct. The Resource shall publicize to all constituents of the Resource that it does not have authority to receive notice of claims against the Association or its members or agents and that the Ombuds is not required to report any such matters to the Association. If a visitor would like to put the Association on notice of claims regarding a specific situation or wishes to obtain information how to notify the Association of a claim or file a Complaint pursuant to the Policy on Harassment, Discrimination, and Retaliation, the Ombuds will provide the visitor with the information appropriate for them to do so.

Important Note: The Ombuds is not obligated to maintain the confidentiality of information that the Ombuds determines represents an imminent threat of serious harm.

3) Recordkeeping

Because it is a confidential resource, the Ombuds Resource does not retain identifying information from individual cases. Any recordkeeping or note-taking related to a specific case shall only be used to help informally manage or resolve the visitor’s concerns. Records created by the Ombuds Resource and related to open cases are kept in the sole possession of MWI, the provider of Ombuds

services subject to the terms of this Charter and will be maintained in a secure manner and location. All identifying information will be deleted 30-days after the case is closed and/or follow-up is complete. The Ombuds Resource also may maintain generic data related to the general categories of visitors who seek assistance from the Ombuds Resource. Generic data may be used for general purposes like annual reports.

4) Not Authorized to Serve as an Advocate or Representative or Provide Professional Counseling

The Ombuds shall not act as an advocate for any party in a dispute, represent either the Association or visitors to the Resource, or provide mental health counseling or legal and psychological advice. Important rights may be affected by when formal action is instituted and when the Association is informed of allegedly inappropriate or wrongful conduct, and while working with the Ombuds may address a problem or concern effectively, it may not protect the rights of a visitor contacting the Resource. The Ombuds Resource is not, and is not a substitute for, anyone's lawyer, representative, or counselor, and a person may wish to consult with a lawyer or other representative with respect to those rights.

**VI. INQUIRY ABOUT USE OF THE OMBUDS RESOURCE IS INAPPROPRIATE; RETALIATION FOR DOING SO IS PROHIBITED**

The Association supports efforts to manage and resolve conflicts informally to preserve collegial and effective member relationships, maintain a vibrant Association community, and avoid the time and expense required for formal proceedings or litigation. Because the Ombuds Resource is intended to be a confidential resource, it is not appropriate for leadership or other members to inquire about an individual's use of the Ombuds Resource or any communication that may have occurred. Furthermore, discouraging or preventing eligible visitors from using the Ombuds Resource is inappropriate because it is contrary to the Association's intent of providing the Resource as an option for early and informal resolution of conflicts.

While the Association supports and encourages using the Ombuds Resource for conflict management, an individual's use of the Ombuds Resource must always be completely voluntary. It is acceptable to remind individuals that the Ombuds Resource is available as an option or a resource. However, no one may be ordered or required to visit the Ombuds Resource, nor may an individual be punished for not visiting it.

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



**VII. PROTECTION OF OMBUDS CONFIDENTIALITY**

The Association agrees, upon a request by MWI, to pay reasonable costs to enable the Ombuds to obtain independent counsel to provide independent legal advice to the Ombuds in connection with the defense of the Ombuds Program and to assist the Ombuds in resisting any attempts by inquirers or third parties to compel Ombuds to disclose confidential communications or documents relating to the Association. Ombuds shall first notify the Association of its need for such independent counsel and shall confer with the Association as to any actions to be taken. The Association retains the sole discretion to determine the reasonableness of any such costs incurred by the Ombuds.


**VIII. PROCEDURE FOR REVISION OR REVOCATION OF THIS DOCUMENT**

This Charter remains in effect unless otherwise revoked by the President, and such revocation shall be provided in writing to the Ombuds. Any revision to this Charter shall be jointly agreed to in writing by the President and the Ombuds representative from MWI and shall be appended to this document.

AEA

MWI

Signed:   
Susan Athey (Nov 3, 2023 15:40 PDT)

Signed: 

Name: Susan Athey

Name: Chuck Doran

Title: President

Title: Ombuds/Executive Director

Date: Nov 3, 2023

Date: Nov 3, 2023

*Duly Authorized Hereunto*

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