

**Grand Rapids Public School District
OFFICE of the OMBUDSPERSON CHARTER**

1. Purpose

The Office of the Ombuds of Grand Rapids Public Schools, (“Ombuds Office”) provides support in helping all members of the GRPS (Grand Rapids Public Schools) community, referred to hereafter as “visitors,” resolve issues. The Office is an independent, impartial/neutral, informal, and confidential resource.

1.1. The Grand Rapids Public Schools (“District”) established the Ombudsperson position and the Office of the Ombuds (“Office”) in the fall of 2023.

1.2. The Office is a critical component of the District’s efforts to raise awareness of concerns; promote a civil, equitable, and inclusive organization; and improve organizational culture.

1.3. The Ombuds Office serves as an informal conflict and concern resolution resource for District constituents, including scholars, parent/guardians, employees, and community members regarding District-related matters.

1.4. The Office strives to provide independent, impartial, informal, and confidential services.

1.5. In the event the Office expands to include any other personnel, this Charter and the standards and policies within it will apply to every such person.

1.6. This Charter embodies the terms, conditions, and principles on which the Ombuds Office was established. It is in accordance with International Ombudsman Association (“IOA”) Standards of Practice and Code of Ethics, which states “Each ombuds program will have a charter, terms of reference, or a detailed program description approved by executive leadership of the organization that complies with the provisions of the IOA Code of Ethics and Standards of Practice and that articulates the basis on which the Ombudsperson operates.”

2. Duties of the Ombudsperson

2.1. The primary duties of the Ombudsperson are to: 1) assist individuals with exploring options to informally resolve District-related conflict and concerns and 2) monitor Office data to raise awareness of emerging issues and concerns.

2.2. When possible, the Ombuds will facilitate outcomes that build trust, enhance relationships, improve communication, and promote continuous improvement within the organization.

2.3. District-related conflict or concerns may be voluntarily brought to the Ombuds Office by District constituents, including scholars, parent/guardians, employees, and community members.

2.4. The Ombudsperson may assist District constituents who seek guidance in a context where there may be a lack of trust, breakdown in communication, power imbalance, and concern for confidentiality or retaliation.

2.5. The Ombudsperson shall review those problems brought to their attention by anyone who has access to their services. The Ombudsperson's review of a problem and contacts with persons who are involved may take place at any stage in the process through which that problem is being addressed. With the primary objective of resolving these problems, the Ombudsperson will exercise judgment in seeking to facilitate the resolution of conflicts, using mediation and conciliation or other appropriate means. For a problem that cannot be resolved by mutual agreement, the Ombudsperson may present recommendations for the resolution of the problem to those with authority to implement those recommendations. The Ombudsperson should decline to investigate allegations of misconduct.

2.6. The Ombudsperson will maintain minimal records. Temporary notes and any other concern-related materials will be maintained in a secure, confidential manner and will be destroyed once the Ombudsperson concludes their involvement in a matter. The Ombudsperson will have a consistent practice in place for the timely destruction of confidential information. To the maximum extent possible, the Ombuds Office's record-keeping system will be independent of the organization's technology system, with access restricted to the Ombudsperson and minimal, high-level MIS personnel. The Ombuds Office is excepted from any District records retention policy, except as otherwise required by law.

2.7. The Ombudsperson will maintain a database to track and monitor non-identifying, concern-related data (e.g., number of contacts received, category of concerns, etc.) for the Office.

2.8. The Ombudsperson will issue reports yearly that summarize program information (e.g., statistics, emerging issues, etc.) in a manner that protects confidentiality and discuss emergent trends in data and concerning patterns quarterly with the superintendent and executive cabinet members.

2.9. The Ombudsperson will inform District constituents about the role, function, and limitations of the Office and position. The Ombudsperson will make information about the Office and the position publicly available to all District constituents in appropriate forms, including electronic means.

2.10. The Ombudsperson will keep professionally current through relevant continuing education. The Ombudsperson will be a member of IOA and will attend the annual IOA conferences and relevant training whenever possible. All training requiring significant cost or time commitment must be approved by the Superintendent.

3. Reporting Structure

3.1. The Ombudsperson will report to the Superintendent regarding administrative and budgetary matters. Despite the requisite reporting structure, confidentiality is of the utmost importance in the operation of and provision of services by the Ombuds Office and will be upheld to the highest degree possible.

3.2. The Ombudsperson will meet periodically throughout the year with the Superintendent and executive cabinet to maintain a reporting relationship, which may include sharing non-identifying information such as the number of cases, category of concerns, and disclosure of emerging issues.

4. Access to the Ombudsperson

4.1. Current and former staff members and contractual employees shall have access to the services of the Ombudsperson.

4.2. Persons having access to the Ombudsperson are not required to have pursued other avenues for the resolution of their problems, such as contacting supervisors, before bringing a matter to the attention of the Ombudsperson.

4.3. If a visitor who has raised a matter with the Ombudsperson decides to initiate a formal process, the Ombudsperson may provide advice on the procedures prior to the filing. However, the Ombudsperson shall thereafter refrain from assisting in the process, except to the extent that, in the Ombudsperson's judgment, they may be able to assist by mediation. The Ombudsperson may not be called as a witness or otherwise be required to provide information in such proceedings, or in any other administrative or judicial proceedings inside or outside the Grand Rapids Public Schools.

5. Authority of the Ombudsperson

The authority of the Ombudsperson derives from the establishment of the Ombuds Office by District administration, the Board, and the enactment of this Charter. The District recognizes that the Ombudsperson has the independent authority to engage in the following actions as an integral part of their role.

5.1. Consult with District constituents: The Ombudsperson may consult with District constituents, including scholars, parent/guardians, and employees, whether it be via email, in-person, video conference, and/or teleconference. The Ombudsperson has the authority to discuss concerns, informal and formal pathways for resolution, formal resources (internal and external), next steps, and other relevant information. The Ombudsperson will provide information on and connect individuals with proper formal channels and resources as needed and as appropriate. The Ombudsperson has discretion over whether and how to engage with those seeking Ombudsperson services.

5.2. Implement informal dispute resolution processes: The Ombudsperson may implement informal dispute resolution processes such as informal mediation, shuttle diplomacy, and/or conflict resolution best practices. Informal dispute resolution processes are a voluntary, structured interaction between involved parties to resolve a conflict or concern. In any informal mediation process, the Ombudsperson will not create or maintain any documents or written agreements within the Office.

5.3. Access to leadership: The Ombudsperson will be authorized at the highest levels of the organization and will have access to the Superintendent and administrators while being mindful of Open Meetings law.

5.4. Access information: The Ombudsperson will have access to relevant individuals and information within the organization to the extent permitted by law and as necessary to fulfill their informal role. The Ombudsperson may request access to District information related to individual concerns and will respect and preserve the confidentiality of that information. The District asserts its departments and employees should respond to requests by the Ombudsperson for information with reasonable promptness.

5.5. Decline/withdraw from participation in a concern: The Ombudsperson may withdraw from or decline to participate in a concern, at their discretion, if they believe their involvement would be inappropriate for any reason (e.g., conflict of interest, non-jurisdictional/non-District related concerns, initiation of formal process, etc.)

5.6. Access to legal counsel: The Ombudsperson is authorized to access internal legal counsel and outside legal counsel as needed and as appropriate at the expense of the District. Outside legal counsel shall be retained to provide advice or guidance to the Ombuds in instances where the District Counsel and the Ombudsperson agree that outside legal counsel is required to avoid compromising the Ombud's operating standards.

5.6.1 District Counsel is authorized to retain such outside legal services but shall report the same to the Superintendent as soon as possible.

5.6.2 In instances where District Counsel does not agree that outside legal counsel is necessary to assist the Ombuds, the Ombuds shall request authority to retain outside legal counsel directly from the Superintendent.

5.6.3 If necessary, the Ombuds may request authority to retain outside legal counsel from the School Board Chair.

5.7. Manage office operations: The Ombudsperson will have the authority to manage the operations of the Ombuds Office. The Ombudsperson will have a specific allocated budget, office space suitable to support the standards of practice, and sufficient resources to fulfill their role.

6. Limitations of the Ombudsperson Authority

Due to the independent, impartial, informal, and confidential principles upon which the Ombuds Office was established, the Ombudsperson does not have authority to do the following:

6.1. Receive notice of claims against the District: The Ombudsperson is not authorized to receive notice of claims, complaints, or grievances against the organization unless specifically and expressly required by law. The Ombudsperson may refer individuals to the appropriate resources where formal notice of claims may be made.

6.2. Participate in formal processes, investigations, or complaints: The Ombudsperson will not participate in any formal processes but may refer individuals to formal processes and resources. However, once an individual has initiated a formal process, the Ombudsperson will refrain from further communication and involvement while the process is ongoing, except to the extent the Ombudsperson may be able to do so consistent with the guiding principles outlined in this document.

6.3. Maintain or manage organizational records: The Ombudsperson will not create or maintain permanent organizational documents or records containing confidential information.

6.4. Advocate for individual parties or entities: The Ombudsperson will not serve as an advocate or representative for any individual party or the District regarding any concern, conflict, or dispute.

6.5. Provide legal advice: The Ombudsperson has no authority to legally advise any individual or entity but may refer individuals to relevant legal resources.

6.6. Make binding decisions, mandate policies, or adjudicate issues: The Ombudsperson has no authority to mandate, enforce, or change any policy, procedure, or rule; make or overturn District decisions; or direct the organization or any individual to take a specific course of action. The Office does not receive, review, or process appeals regarding any District decisions.

7. Core Values

7.1. The Ombudsperson role requires all duties be conducted professionally. The following core values are essential to the work of the Ombudsperson:

- Act with honesty and integrity;
- Promote fairness and support fair process;
- Remain non-judgmental, with empathy and respect for individual differences;
- Promote dignity, diversity, equity, inclusion, and belonging;
- Communicate accurate understanding through active listening;
- Promote individual empowerment, self-determination, and collaborative problem-solving; and
- Endeavor to be an accessible, trusted, and respected informal resource.

8. Standards of Practice and Code of Ethics

The Ombudsperson abides by the IOA Standards of Practice and Code of Ethics, which should be considered part of this Charter and are available at:

- [IOA Standards of Practice](#)
- [IOA Code of Ethics](#)

8.1 Guiding Principles

8.1.1. Independence: The Ombudsperson is independent in appearance, purpose, and practice. The Ombudsperson operates independently of staff reporting structures and without influence from other individuals, functions, or entities within the organization.

8.1.2. Impartiality: The Ombudsperson is a designated neutral and impartial resource who does not take sides or serve as an advocate for any person or entity. The Ombudsperson works collaboratively with all parties and avoids conflict of interest (perceived and actual).

8.1.3. Informality: The Ombudsperson is a voluntary, supplemental resource that does not participate in any formal processes (e.g., evaluative, disciplinary, legal, or administrative proceedings) related to concerns brought to the Ombudsperson Office. The Ombudsperson is not authorized as a formal reporting channel for the organization except when mandated by law. Due to the voluntary nature of the Office, those who elect to utilize its services, will be understood to have agreed to the terms, conditions, and principles on which it was created and not call on the Ombudsperson to testify or produce documents with respect to confidential communications in any formal, administrative, legal, or other proceedings. In creating the Ombudsperson Office based on these terms, conditions, and principles, the District also agrees that it will not call on the Ombudsperson to testify or produce documents with respect to any confidential communications in any formal, administrative, legal, or other proceedings.

8.1.4. Confidentiality: Confidentiality is the defining characteristic of the Ombudsperson Office. The identity of those seeking assistance from the Ombudsperson and all relevant communications are confidential. To the maximum extent permitted by law, the Ombudsperson will protect confidentiality except to the extent that the person seeking assistance consents to disclosure of information and others cannot waive this requirement. The Ombudsperson and District will take reasonable measures to safeguard the confidentiality of the Ombudsperson Office. The Ombudsperson Office will resist any attempts to compel disclosure of confidential communications or documents by invoking the terms and conditions of this Charter and by asserting a claim of confidentiality under any applicable rule or statute under which confidential communications may be protected. (See IOA ‘An Overview of Ombuds Confidentiality’ linked in Section 12-‘References’)

8.1.4.1. Exceptions to Confidentiality: There are certain circumstances in which the Office does not maintain confidentiality, including, but not limited to, mandatory reporting of child abuse, Title IX/sexual harassment, or an imminent threat of serious harm, and such other circumstances provided by law or in accordance with IOA Standards of Practice and Code of Ethics.

8.1.4.1a Mandatory Reporting of Suspected Child Abuse: As an employee of the District, the Ombudsperson is a mandatory reporter of suspected child abuse and abuse of scholars by

school employees. To comply with this legal requirement, where the Ombudsperson determines that there are signs of abuse, the Ombudsperson will report the necessary details to the appropriate District official(s), Police Department, and/or Department of Human Services as needed and document the fact that this report was made per District Policy. This is an exception to the Office's policy against maintaining records for the benefit of the District.

8.1.4.1b Title IX/Sexual Harassment: The revisions to the regulations to Title IX of the Educational Amendments of 1972 (Title IX), promulgated in June 2020 and codified at 34 C.F.R. Part 106, clarified that all employees of elementary and secondary schools, including an "ombudsperson" is considered a mandatory reporter of sexual harassment within the scope of Title IX.

8.1.4.1c Imminent Threat of Serious Harm: When the Ombudsperson determines that there is an imminent threat of serious harm, the Ombudsperson may make disclosures to prevent and avoid such harm. For this purpose, "imminent threat of serious harm" is defined as imminent risk to human life or serious bodily injury.

9. Accountability and Evaluation

The work performance of the Ombudsperson will be evaluated annually by the Superintendent. The evaluation will include a self-assessment.

10. Retaliation

The District will assure that all District constituents have the right to consult with the Ombudsperson without reprisal. The District will not tolerate retaliation against individuals for use of the Office. Similarly, the Ombudsperson will be protected from retaliation due to their role. The Ombudsperson will be independent from control, limitation, or a penalty imposed for retaliatory purposes by a District official or by a person who may be the subject of a concern.

11. Amendment and Revocation

This Charter remains in effect unless revoked and may only be amended or revoked by the Grand Rapids Public Schools Superintendent with the Board's approval.

12. References:

- IOA Standards of Practice:

https://www.ombudsassociation.org/assets/docs/IOA_Standards_of_Practice_Oct09.pdf

- IOA Code of Ethics: <https://www.ombudsassociation.org/assets/IOA%20Code%20of%20Ethics.pdf>

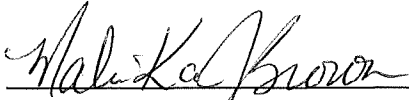
- IOA Best Practices: A Supplement to IOA's Standards of Practice – Version 2, October 9, 2009, https://www.ombudsassociation.org/assets/docs/IOA_Best_Practices_Version3_101309_0.pdf

- IOA An Overview of Ombuds Confidentiality – April 2023

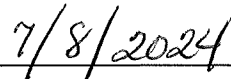
<https://ioa.memberclicks.net/assets/docs/2023/IOA%20Confidentiality%20Primer.pdf>

13. Signatures

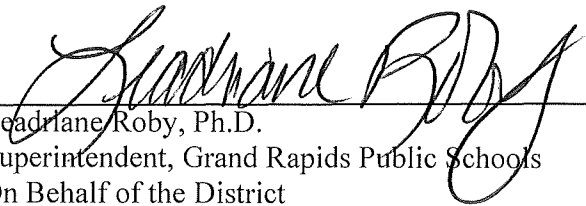
In signing this Charter Agreement, the parties accept and agree to abide by the terms herein.



Maleika J. Brown, Ed.S.
Ombudsperson
On Behalf of the Office of the Ombudsperson



Date



Leadrane Roby, Ph.D.
Superintendent, Grand Rapids Public Schools
On Behalf of the District



Date