MEMORANDUM OF AGREEMENT  

between  

THE UNIVERSITY OF WESTERN ONTARIO  

and  

THE UNIVERSITY STUDENTS' COUNCIL  

regarding the  

OFFICE OF THE OMBUDSPERSON

I  Purpose of Agreement  

(a) The purpose of the agreement is to set forth the conditions for the operation of the Office of the Ombudsperson. The agreement addresses the following matters:  

I. Purpose of Agreement  
II. The Terms of Reference for the Office of the Ombudsperson  
III. The Advisory Committee for the Office of the Ombudsperson  
IV. Funding for the Office of the Ombudsperson  
V. Terms of Agreement and Amendments  
VI. Signature  

(b) There will be four signatories on behalf of the University: one each from the constituent University, Brescia University College, Huron University College and King's College. There will be six signatories on behalf of the students of the University, one each from the University Students' Council, the Society of Graduate Students (SOGS) and the MBA Association, and one each from the Student Councils of Brescia, Huron and King's.

(c) By signing this Agreement, the signatories agree  

i. to direct their officers, agents, employees, councils and committees to respect its terms and to cooperate fully with the Ombudsperson when requested; and  

ii. to name representatives to the Advisory Committee for the Office of the Ombudsperson, as outlined in Section III.  

(d) Additionally, the funding partners, namely the constituent University and the University Students' Council, agree to maintain funding for the Office of the Ombudsperson and to respect and uphold the need for the office to function as independently as possible.

II  Terms of Reference for the Ombuds Office

NOTE: Wherever the word ‘Ombudsperson’ is used in these terms of reference, it is intended to cover not only the Ombudsperson, but also other staff who may be authorized from time to time to carry out certain functions of the office.

1. Functions

The Office of the Ombudsperson shall function independently of all decision-making structures of the University and the USC and the other signatories. Its functions shall be:  

a. To carry out impartial investigations of complaints or grievances about any aspect of
university life at the request of any student, or upon the Ombudsperson's own motion. Before undertaking an investigation, the Ombudsperson will ensure that other avenues have been exhausted. The office may offer mediative and advisory support at any stage to assist a person to resolve a problem by him or herself and to avoid more formal procedures (such as appeals to the Senate Review Board Academic).

b. To serve as a general information centre for students and other members of the university community about university resources, procedures, policies, practices and rules. The office will advise students of their rights and responsibilities in university situations. The Ombudsperson is expected to search actively for the answers to any pertinent questions.

c. To make recommendations to those in authority with a view to remedying unfairness in the situation of an individual student, as appropriate.

d. To recommend to those in authority changes in rules or procedures which would have the effect of making the University, the USC or any other signatory fairer in its operations.

2. Confidentiality

The Office of the Ombudsperson will respect the right of every member of the university community to have information kept confidential. Confidentiality will be respected even though acceding to such a request may prevent resolution of a problem.

3. Special Concerns

It shall be the special concern of the Ombudsperson that decisions about individual students are made fairly. Among other things, that means:

a. with reasonable promptness;

b. in accordance with applicable policies and procedures;

c. taking account of all relevant information.

d. in accordance with the principles of procedural fairness.

The Ombudsperson shall also be concerned that procedures and criteria used in making decisions are well defined, and clearly communicated to those affected.

4. Access to Files and Persons

The Ombudsperson shall have access to files and persons in order to gather information needed in fulfilling the functions of the office. Requests by the Ombudsperson for information should be handled in a mutually convenient and expeditious manner by all members of the campus community.

5. Avoiding Conflicts of Interest

The Ombudsperson will avoid conflicts of interest and refrain from activity which could compromise the independence of the office. Specifically, the Ombudsperson shall not:

a. Be a voting member of any committee, hiring board or council of the University, the USC, or any other signatory but may be a non-voting member;

b. Make university or USC or other policy or replace established legislative or judicial procedures, although any or all of these may be investigated or questioned and recommendations may be made for their improvement;

c. Exercise a judicial function, or make binding decisions in any case.
6. **Operations of the Office**

a. The Ombudsperson, in consultation with the Advisory Committee, shall establish consistent policies and practices for the office. These will be posted on the office website or made available upon request.

b. The office will normally function on a first come, first served basis, though the Ombudsperson shall have discretion to make exceptions.

c. Informality and openness will characterize the procedures of the office.

d. Cases will be handled promptly.

7. **Investigations**

a. An investigation by the Ombudsperson will be undertaken at the Ombudsperson’s discretion. Normally, the Ombudsperson will investigate only if
   - the person or persons affected agree the matter should be investigated;
   - the matter is related to the University;
   - other avenues or means to address the concern are exhausted, unavailable or for good reason unacceptable;
   - the party raising the concern is a student of the University or of one of its Affiliated Colleges; or, whenever, the party is not a student, other parties involved agree that the Ombudsperson should investigate.

b. An investigation by the Ombudsperson normally culminates in a written, confidential report. A draft report will be provided to each party for comment. A final report will typically contain:
   - a summary or description of the information gathered in the course of the investigation;
   - an analysis of the information, and its significance and relevance to the claims of the parties; and
   - the Ombudsperson’s reasoned conclusions and recommendations.

c. The report will not disclose any information without the agreement of the party providing it. If a party is unwilling to have key information included in the report or shared with other parties, the Ombudsperson has the option of terminating the investigation without making any findings or recommendations.

d. Any member of the University community to whom a recommendation is addressed by the Ombudsperson shall make a reasoned, timely response.

e. If, in the opinion of the Ombudsperson, the response is unsatisfactory, or if a timely response is not forthcoming, the Ombudsperson may, at her discretion, take the matter to the next level.

f. The Ombudsperson may refuse to investigate a complaint which appears frivolous, vexatious or untimely, or would otherwise be an abuse of the Ombudsperson’s function. A letter explaining the refusal will be provided to the complainant upon request.

8. **Record Keeping**

The Ombudsperson shall maintain suitable records of inquiries and cases. The files of the office shall be for the exclusive use of the Ombudsperson and shall not be released to anyone else for any purpose. However, the Ombudsperson may quote from the record in reports or correspondence.

It follows that the Office of the Ombudsperson is not an office of record; advising the Office of the
Ombudsperson of a situation is not a substitute for advising the appropriate authority.

9. **Annual Report**

The Ombudsperson shall make an annual report to the campus community. For reporting purposes, the year begins August 1 and ends July 31. The annual report will provide a statistical summary of the caseload, a summary account of recommendations made by the Ombudsperson and the responses to them, with due regard to the confidentiality rights of the parties, and such other material as the Ombudsperson deems pertinent.

10. **Additional Tasks**

The Office of the Ombudsperson may assume additional tasks from time to time. Such tasks should serve the campus community in a way which is reasonably consistent with the basic mandate. One such task is performing educational outreach on topics relevant to the university community. Another is reviewing draft policies and procedures upon the request of any unit, particularly policies which govern in some way the lives of Western or Affiliated College students.

### III The Advisory Committee for the Office of the Ombudsperson

1. **Mandate**

   The Committee has three main functions:
   a. To be a sounding board and advisor to the Ombudsperson in regard to such matters as the Annual Report, its distribution, the promotion of the office, hiring and firing of the Assistant Ombudsperson or other staff, additional duties, professional development plans, and so on;
   b. To receive and respond to comments or complaints about the Ombuds Office; and to conduct regular service reviews of the office to ensure it continues to meet the needs of the community; and
   c. To advise the funding partners on budget and employment matters relating to the office.

2. **Composition**

   a. Voting Members (six)
      
      One student appointed by the President of the University Students' Council.
      One Affiliated College student elected or appointed by the Affiliate Council.
      One student appointed by SOGS or the MBA Association.
      One member of the faculty or staff appointed by the President of the University
      One member of the faculty or staff appointed by the Senate: this person must not be a student.
      One member of the faculty or staff appointed from the Affiliated Colleges.

   The terms of student association appointees are for one year commencing on the first day of May, and are renewable at the sole discretion of the USC, the Affiliate Student Council or SOGS or the MBA Association, where appropriate.

   The terms of university appointees are for two years commencing on the first day of May, and are renewable by the President, the Senate and the Affiliated Colleges respectively.
Affiliated College appointees, both student and faculty or staff, will rotate among the Affiliated Colleges. In the year before a new faculty or staff appointment is to be made, the Ombuds Office will contact the Principal of the appropriate College to prompt the selection process. The Advisory Committee, in consultation with the Colleges, will approve the order of appointment.

b. Non-voting Members (two):
   - The Ombudsperson
   - The Assistant Ombudsperson, who shall act as secretary.

3. Procedures

a. Conflict of interest: Any member of the Advisory Committee who has a conflict of interest with regard to any matter on the agenda shall refrain from comment or vote on that matter. The Committee may request any member to withdraw at any time to avoid a conflict of interest.

b. Chair: At the first meeting in May, the committee shall select a chair from among the voting members.

c. Quorum: A quorum shall be the chair and three voting members, at least one of whom must be a student and one a non-student.

d. Motions: In the case of a tie, a motion before the committee shall fail.

IV Funding for the Ombuds Office

In order to safeguard the independence of the office, the costs of the office shall be borne equally by the funding partners, namely, the University and the University Students' Council (USC).

In order to assist the funding partners, the Advisory Committee will:

a. Review in detail the office budget proposals and make recommendations on the budget to the USC and the University prior to the commencement of the fiscal year and early enough to account for the fee collection cycle. Under no circumstances shall the operating budget be exceeded without the express written permission of the USC and the University jointly; and

b. Make recommendations to the USC and the University on staffing and any other employment-related matters.

V Terms of Agreement and Amendments

For each signatory, this agreement shall come into force on the date of signing. Amendments may be proposed by any signatory at any time, but require the approval of both funding partners. The agreement may be terminated by mutual consent or by any signatory on six (6) months' written notice.

VI Signature

[Signed by:]
Mr. Kai Pisters, President, Society of Graduate Students - April 24, 2009
Dr. Ramona Lumpkin, Principal, Huron University College - April 27, 2009
Dr. Gerald Killan, Principal, King's University College - April 28, 2009
Dr. Paul Davenport, President and Vice-Chancellor, University of Western Ontario - April 30, 2009
Ms. Stacey Hall, President, Brescia University College Students' Council - April 30, 2009
Mr. Dan Moulton, President, Huron University College Students' Council - May 1, 2009
Mr. Patrick Searle, President, King's University College Students' Council - May 4, 2009
Mr. Stephen Lecce, President, University Students' Council - May 8, 2009
Dr. Colleen Hanycz, Principal, Brescia University College - June 16, 2009
Mr. Kevin Callahan, President, MBA Association - July 2, 2009