A Dramaturgical Model for Analysis of Social Control through Conflict Management: The Case of a University Ombudsman

Kenneth L. Stewart
Western Michigan University

Follow this and additional works at: https://scholarworks.wmich.edu/dissertations

Part of the Sociology Commons

Recommended Citation
A DRAMATURGICAL MODEL FOR ANALYSIS OF SOCIAL
CONTROL THROUGH CONFLICT MANAGEMENT:
THE CASE OF A UNIVERSITY OMBUDSMAN

by

Kenneth L. Stewart

A Dissertation
Submitted to the
Faculty of The Graduate College
in partial fulfillment
of the
Degree of Doctor of Philosophy

Western Michigan University
Kalamazoo, Michigan
December 1976
ACKNOWLEDGEMENTS

In many ways this manuscript represents the significant contributions of numerous persons who provided their cooperation, encouragement, advice, time, labor, and constructive criticism. My sincere thanks go to Dr. Milton Brawer, Mrs. Bryna Graff and the other staff members in the Office of the University Ombudsman at Western Michigan University who subjected themselves to intense scrutiny in my investigation of their activities. A further vote of thanks goes to Professors Edsel Erickson, Richard MacDonald, and Michael Pritchard who served as members of my Dissertation Review Committee and provided many inputs that made this research a real learning experience. The helpful contributions of Professors William Bennett and Robert Wait were also received with my thanks. I am deeply thankful for the support and encouragement extended by Essie Karsh Stewart over the duration of this endeavor, and I wish to extend my thanks to Connie Hicks who provided the help needed in the final preparation of the manuscript.

Kenneth L. Stewart

ii

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.
INFORMATION TO USERS

This material was produced from a microfilm copy of the original document. While the most advanced technological means to photograph and reproduce this document have been used, the quality is heavily dependent upon the quality of the original submitted.

The following explanation of techniques is provided to help you understand markings or patterns which may appear on this reproduction.

1. The sign or “target” for pages apparently lacking from the document photographed is “Missing Page(s)”. If it was possible to obtain the missing page(s) or section, they are spliced into the film along with adjacent pages. This may have necessitated cutting thru an image and duplicating adjacent pages to insure you complete continuity.

2. When an image on the film is obliterated with a large round black mark, it is an indication that the photographer suspected that the copy may have moved during exposure and thus cause a blurred image. You will find a good image of the page in the adjacent frame.

3. When a map, drawing or chart, etc., was part of the material being photographed the photographer followed a definite method in “sectioning” the material. It is customary to begin photoing at the upper left hand corner of a large sheet and to continue photoing from left to right in equal sections with a small overlap. If necessary, sectioning is continued again—beginning below the first row and continuing on until complete.

4. The majority of users indicate that the textual content is of greatest value, however, a somewhat higher quality reproduction could be made from “photographs” if essential to the understanding of the dissertation. Silver prints of “photographs” may be ordered at additional charge by writing the Order Department, giving the catalog number, title, author and specific pages you wish reproduced.

5. PLEASE NOTE: Some pages may have indistinct print. Filmed as received.

University Microfilms International
300 North Zeib Road
Ann Arbor, Michigan 48106 USA
St. John's Road, Tyler's Green
High Wycombe, Bucks, England HP10 8HR

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.
STEWART, Kenneth L., 1949-
A DRAMATURGICAL MODEL FOR ANALYSIS OF
SOCIAL CONTROL THROUGH CONFLICT
MANAGEMENT: THE CASE OF A UNIVERSITY
OMBUDSMAN.

Western Michigan University, Ph.D., 1976
Sociology, general

Xerox University Microfilms, Ann Arbor, Michigan 48106

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>CHAPTER</th>
<th>DRAMATURGY AND THE ANALYSIS OF SOCIAL CONTROL THROUGH CONFLICT MANAGEMENT</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Conflict, Conflict Management, and Safety-Valve Institutions</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>The Purpose of this Investigation</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Dramaturgy as a Theatrical Metaphor</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Background for Development of a Dramaturgical Model</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>A Dramaturgical Model for Analyzing Conflict Management Processes</td>
<td>39</td>
</tr>
<tr>
<td></td>
<td>Summary</td>
<td>48</td>
</tr>
<tr>
<td>II</td>
<td>THE OMBUDSMAN IN PERSPECTIVE AND METHODS OF INQUIRY</td>
<td>51</td>
</tr>
<tr>
<td></td>
<td>The Ombudsman in Perspective</td>
<td>51</td>
</tr>
<tr>
<td></td>
<td>Methods of Inquiry</td>
<td>69</td>
</tr>
<tr>
<td></td>
<td>Summary</td>
<td>85</td>
</tr>
<tr>
<td>III</td>
<td>A DRAMATURGICAL ANALYSIS OF OMBUDSMAN PERFORMANCES</td>
<td>87</td>
</tr>
<tr>
<td></td>
<td>Appearance</td>
<td>88</td>
</tr>
<tr>
<td></td>
<td>Negotiation of Order</td>
<td>118</td>
</tr>
</tbody>
</table>

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.
Table of Contents (cont'd)

<table>
<thead>
<tr>
<th>CHAPTER</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dramatic Realization</td>
<td>153</td>
</tr>
<tr>
<td>Termination</td>
<td>168</td>
</tr>
<tr>
<td>Summary of Findings</td>
<td>179</td>
</tr>
<tr>
<td>IV SUMMARY AND IMPLICATIONS FOR FUTURE RESEARCH</td>
<td>192</td>
</tr>
<tr>
<td>Summary</td>
<td>193</td>
</tr>
<tr>
<td>Implications for Future Research</td>
<td>196</td>
</tr>
<tr>
<td>REFERENCES</td>
<td>205</td>
</tr>
</tbody>
</table>

APPENDICES:

- Appendix A. Selected Materials Collected From Ombudsman Files: The Parameters of Ombudsman Activities 210
- Appendix B. Field Notes Relating to Establishing the Role of Observer and Letter of Agreement 219
- Appendix C. Information Sources Integrated Into the Ombudsman's Record System 227
- Appendix D. Information Sources Developed by the Researcher 229
- Appendix E. Case Summaries 238
LIST OF TABLES

<table>
<thead>
<tr>
<th>TABLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Schematic Representation of the Dimensions of Self as Constructed through Appearance... 15</td>
</tr>
<tr>
<td>2.1</td>
<td>Tow Role Models for a University Ombudsman. 62</td>
</tr>
<tr>
<td>2.2</td>
<td>Background Information of Fifteen Cases Selected for Intensive Study................. 73</td>
</tr>
<tr>
<td>3.1</td>
<td>Categories of Activities in the Ombudsman's Appearance Program....................... 90</td>
</tr>
<tr>
<td>3.2</td>
<td>Repertoires of Impressions Conveyed in Discursive Demeanor.............................. 104</td>
</tr>
<tr>
<td>3.3</td>
<td>Client Indications of Images Coinciding With Appearance Impressions.................. 119</td>
</tr>
<tr>
<td>3.4</td>
<td>Summary of Topical Information................................................................. 124</td>
</tr>
<tr>
<td>3.5</td>
<td>Summary of Client Offers and Ombudsman Counter-Offer................................... 124</td>
</tr>
<tr>
<td>3.6</td>
<td>Agenda for Case #11............................................................ 128</td>
</tr>
<tr>
<td>3.7</td>
<td>Attitudes Proposed in Appearance and Activities of Dramatic Realization............. 155</td>
</tr>
<tr>
<td>3.8</td>
<td>Workable Problem Definitions and Dramatic Realization Activities..................... 163</td>
</tr>
</tbody>
</table>
CHAPTER I

DRAMATURGY AND THE ANALYSIS OF SOCIAL CONTROL
THROUGH CONFLICT MANAGEMENT

"I conclude, therefore, with regard to being feared and loved, that men love at their own free will, but fear at the will of the prince, and that a wise prince must rely on what is in his power and not on what is in the power of others . . ." (Niccolo Machiavelli, *The Prince and The Discourses*, p. 67.)

Social control is a principle concern for rulers and other guardians of social institutions. Social control provides the option by which they perpetuate their vested interests. Machiavelli, the Florentine architect of social control, was inclined to see princely control as resulting from two contrasting sources, namely, fear and love.

Sociologists have come to mirror this emphasis with their distinction between authority and coercive power (Bierstedt, 1958; Dahrendorf, 1959; Etzioni, 1961; Gamson, 1968; Goldhammer and Shils, 1939; Kornhauser, 1957; Lenski, 1966; Parsons, 1963; Weber, 1947). While it would be misleading to suggest that legitimated authority equates with Machiavelli’s notions of love and respect, it would be accurate to state that authority implies that the subordinate is internally motivated to comply with institutional demands. Coercion, regardless of whether or not it involves physical
intimidation, always suggests the subordinate is an unwilling party to the demands of others. Control may be accomplished through coercion. When this occurs, however, conflicts of interest between rulers and subjects remain implicit.

The propensity for scholars to represent complex phenomena with polar types is reflected both in Machiavelli's advice to the prince and conventional distinctions between authority and coercive power. Unfortunately, this disposition can easily obscure more subtle dimensions of analysis. Machiavelli could have expanded his advice to the prince by stating that fear and love are but two sources of control. Another avenue also exists. The prince could try to encourage compliance by presenting a willingness to listen to the grievances of his subjects and then frame resolutions of conflict through appeals to their existing value structures. My concern is with this avenue of social control.

Conflict, Conflict Management, and Safety-Valve Institutions

Social conflict can occur at a variety of levels of relevance to sociologists. It can occur between societies, within societies, between organizations, within organizations, between groups, within groups, and at the interpersonal level. In all instances, the essence of social conflict is reflected in Simmel's (1955:13)
classical rendition. Social conflict involves a tension between "divergent dualisms." Its ultimate aim is some form of resolution, even if it is achieved through the domination or elimination of one of the conflicting parties.

The desirability of social conflict has been a hotly debated topic for centuries. Some scholars have felt that social structures are the product of evolution and social conflict is an unfortunate aberration. This view, to the surprise of few sophisticated students of society, tends to be part of the ideology of the have-nots in any society. Social conflict for them represents a threat to the very structures which support their gratification. Have-nots in a society, unless they have been co-opted into the ideology of those who possess power, are inclined to see conflict as a means for ameliorating the structural conditions which produce their deprivation.

Coser (1956), reviewing the cycles of interest in American sociology concerning social conflict, observed that the early reform emphasis tended to see conflict as a breeding ground for progress, whereas the next generation of sociologists came to place considerably greater emphasis on social integration and consensus. Accordingly, the former type of emphasis saw conflict as a testing arena for social structures, and the latter was disposed to treat conflict as requiring adjustments of individuals to existing social structures. Returning to the thoughts of Niccolo Machiavelli, it is
not hard to imagine where he would fit in this debate. The prince was uniquely able to judge what was good for society and, therefore, conflict was something to be controlled through the ultimate weapons of fear.

The turmoil and challenges concerning the viability of American social structures in recent years has resulted in a renewed interest in the classical debate concerning social conflict. That debate is of particular significance since many organizations in our society have adopted various forms of conflict controlling mechanisms as a result of unrest. At times, these mechanisms have been incorporated into an organizational pattern for the expressed purpose of utilizing conflict as a means for adjusting the social structure of the organization. At other times, these mechanisms have taken on the character of what Coser (1956:155-166) has called "safety-valve institutions." The main function of safety-valve institutions is to protect the organization from disruptions which might otherwise become unmanageable. These mechanisms represent organizationally authorized routines designed to assist members of the organization to resolve conflicts within the guidelines deemed legitimate by the organization. In many instances, the matter of satisfactory resolution is actually subordinated to simply defusing potential difficulties for the organization. Still, it must be appreciated that the management of conflict through safety-valve institutions requires
considerable interactional skill, lest the ultimate coercive power which rests behind such mechanisms is exposed and ferments revolution.

The Purpose of this Investigation

The central purpose of this investigation is to devise a model which will help facilitate the analysis of the routines associated with safety-valve institutions in social organizations. The model itself will be drawn from the dramaturgical tradition in sociology and will be applied to a series of transactions involving a university ombudsman and his clients.

The choice of a dramaturgical framework is predicated upon several factors. The main reason is that this orientation has been designed to study social interaction in natural settings. The interactional emphasis is particularly useful when examining the ways in which the agent of a safety-valve institution may use his activities to manage and control the "resolution" of grievances which occur among members of the organization.

Another reason is the dramaturgical commitment to employing methodologies which include the direct observation of social interaction. As envisioned here, however, the use of direct observational techniques is not an exclusive approach. In many instances this strategy can and will be usefully supplemented by
other research instruments such as interviews.

It should be made clear that while the central purpose of this research is to develop and apply an integrated dramaturgical model to the analysis of concrete instances of conflict management, the piecing together of the model itself may provide a useful development for dramaturgy qua dramaturgy. The demonstration of this possibility, however, remains outside the present scope of endeavor.

My choice for application of the model will be the University Ombudsman at Western Michigan University during the academic year 1973-74. A number of fortitous circumstances permitted access to his negotiations with a series of clients during this particular time period. Upon close examination, it became evident that this opportunity provided an excellent vehicle for determining the value of the dramaturgical model I had in mind since the manner in which the Ombudsman conducted his transactions with clients fit into the pattern of an agent of a safety-valve institution.

No claim will be made that the sample of episodes to be examined are typical of the way in which all ombudsmen carry out their tasks. Indeed, this claim could not even be made for the particular ombudsman under study since my contacts with him were only in the last year of his tenure in that office. However, since the purpose of the study is to show how the dramaturgical model can be used, rather than to verify its universal applicability, the
sample limitations are not critical for the purpose at hand.

Finally, it should be made explicit that just because the Ombudsman at Western Michigan University represented a conflict management approach in the episodes examined, as opposed to an interest in generating deep structural change, it would be ludicrous to assume that this is reflective of all ombudsmen. Similarly, there is no basis for systematically demonstrating that this ombudsman was appointed by the President of the University because of a University preference for a safety-valve mechanism as opposed to a more radical instrument for social change.

Dramaturgy as a Theatrical Metaphor

Brissett and Edgley (1975) have observed that the metaphor of life as theater has been used by scholars for centuries. The oft-quoted line by Shakespeare to the effect that "all the world's a stage and all the men and women merely players" has become the touchstone for modern dramaturgy in sociology. It must be understood, however, that the theatrical metaphor which inspired what has become identified as the dramaturgical tradition in sociology no longer captures the diversity of orientations it has spawned. Some sociologists have used the metaphor to reify cultural effects on behavior. For these investigators, every individual is born into a "scripted" society where life is the learning of the script and
playing out the designated roles. A contrasting perspective, and one which is central to the model which will be developed here, does not employ the analogy of a purely scripted theatrical drama. Instead, it suggests that behavior in social situations entails both role-playing and role-making. Turner (1962:22) captured the essence of this emphasis when he stated that "in attempting from time to time to make aspects of roles explicit, one is creating and modifying roles as well as merely bringing them to light; the process is not only role-playing, but role-making." As implied in Turner's comment, this particular permutation on the theatrical metaphor places emphasis on the improvisational as well as the scripted dimensions of social life.

Aside from these variations of the theatrical metaphor, there are some other crucial divergencies in thought which exist within the general tradition of dramaturgy. Of particular moment is the idea that human behavior results from the ways people define situations in which they interact with each other.

It was W. I. and Dorothy Thomas (1928) who first set forth the dictum that "if men define situations as real, they are real in their consequences." They spoke of the matter as follows (Thomas & Thomas, 1928:572):

"A behavior document (a case study, a life-record, a psychoanalytic confession, or other subjective accounts of behavior in a situation) prepared by
one compensating for a feeling of inferiority or elaborating a delusion of persecution is as far as possible from objective reality, but the subject's view of the situation, how he regards it, may be the most important element for interpretation. For his immediate behavior is closely related to his definition of the situation, which may be in terms of objective reality or in terms of a subjective appreciation—"as if" it were so. If men define situations as real, they are real in their consequences."

In this original conceptualization of definition of the situation, the authors were asserting that an individual's subjective interpretations about a situation serve as guidelines for behavior, whether or not his interpretations correspond with the objective reality of the situation. Yet, while Thomas and Thomas are credited with introducing the notion of definition of the situation, their work does not represent the final word on the matter.

More specifically, elaborations have developed with respect to the factors involved in definition of the situation. One idea that has been developed is that the way in which people come to define situations reflects their social learning. In other words, it is society that provides the interpretations, and specific actors merely reflect societal orientations in their concrete interactions. This assumption closely parallels the role-playing perspective mentioned previously.

On the other hand, Thomas and Thomas (1928:571) anticipated something very similar to the idea of role-making. They
intimated that in interactional settings the behavior of the participants may result in behavioral adjustments which require improvisation as opposed to merely playing out a role according to a societally arranged script. Accordingly, an actor's definition of the situation has been seen as a joint function of prior social learning and emergent developments which occur within the social situation. In this conceptualization, it is the influence a participant's activities have on the others in social interaction which is of central concern. In my dramaturgical viewpoint, such activities constitute the performance of the participant. Performances are the means by which actors improvise definitions of situations and their resultant behaviors.

Background for Development of a Dramaturgical Model

Given the centrality of the concept of performance for the kind of dramaturgical perspective which is relevant here, some elaboration on what this means is in order. The performances or activities of people in social situations are the vehicles by which they present themselves to each other (Goffman, 1959), come to conceptualize themselves through the reactions of others (Cooley, 1902; Mead, 1934), construct interpretations and anticipations about each other (Stone, 1970), and integrate lines of action.
A general perspective on what is meant by performance is provided by Goffman. Goffman (1959:15) suggests that performances consist of "all the activity of a given participant on a given occasion which serves to influence in any way any of the other participants." My current task will be to provide a means for breaking down a performance into a series of component parts. Before beginning, however, it is necessary to once again turn to Goffman to appreciate some of the crucial factors that such a system must take into account.

First, according to Goffman's definition, the activities to be included as part of a person's performance must be activities which serve to influence other participants. In focusing on a performance, concern is with activities which have consequences in subsequent interaction between parties. Activities which fail to exert such consequences are not of primary concern for analysis of a performance.

Secondly, Goffman outlined an additional factor of concern. It involves the way in which the consequences of a party's activities are seen to occur. From the dramaturgical viewpoint being employed here, it is thought that activities to be included as part of a performance exert influence in a quite universal manner.
within social interactions. The assertion by Goffman is that performance activities give or give-off impressions of self and other social objects. By engaging in performance activities, an actor participates in defining the situation. The performer's contribution to the definition of the situation, in turn, theoretically comes to be used in guiding the subsequent activity of other parties, his own subsequent activity, and the course of the interaction. In short, the concept of performance can only be understood in light of the view that definition of the situation involves improvisation. Activities that contribute to the development of definitions of situations within interaction are performance activities.

A thorough reading of the literature on this dramaturgical emphasis suggests at least four major conceptual categories of performance activities. The categories are appearance, negotiation of order, dramatic realization, and termination. Each of these categories has been separately analyzed by various writers. Stone (1970) has conducted the most comprehensive inquiry into appearance to date. Strauss, et. al. (1963) and Scheff (1968) have conducted significant investigations into the negotiation of order. Goffman (1959) has provided clear insights into the nature of dramatic realization, and Mead (1938) and Foote (1975) have made valuable comments on termination. To my knowledge, no writer has yet merged these four categories together into an integrated
system of behavior spelling out what constitutes a performance as a whole. That is the task to be accomplished in the following construction of the dramaturgical concept of performance.

Appearance

The first category of activities in an actor's performance is appearance. Conceptually, this is a partition of activities describing a phase which fosters initial impressions about the performer in interaction with others. Who is the actor? As Goffman (1959:1) has said:

"When an individual enters the presence of others, they commonly seek to acquire information about him or to bring into play information about him already possessed. Information about the individual helps to define the situation, enabling others to know in advance what he will expect of them and what they may expect of him."

Appearance denotes an initial phase of activity through which a performer creates a set of impressions about himself by which others can orient their actions toward the performer. To put the idea simply, it is that through appearance the performer participates in the construction of his own self-meaning in the situation.

It is obvious that appearance, as used in this context, goes considerably beyond the mere physical appearance of a person to the actual activities by which he may come to appear in a situation. An actor's appearance is not an outgrowth of the physical or psychological traits of the actor, but a set of activities contributing to the presentation of a certain self-meaning of the actor in the situation.
In Stone's (1970) analysis of appearance, two sets of activities involved in the construction of self for the actor were distinguished. First were the activities of the actor by which he presents himself to others. These activities were called "programs of appearance." The second set of activities were those of others given in response to the actor's presentation. These activities were called "reviews." A self may be considered established for the actor in a situation when his audience acts in their reviews as if the actor is who his program of appearance presents. In the appearance phase of a performance, primary concern is with the actor's program of appearance and the consequences flowing from that program. A matter also of concern is the review of others to the performer's program.

Table 1.1 shows four major dimensions of a performer's self as constructed through appearance. They are identity, value, mood and attitude. As indicated, identity is established when both the performer's announcement and the audience's placement coincide. Identity, therefore, gives position to the performer in a transaction. Similarly, the value of the performer to the audience is created by the intersection of the performer's show or indication of worth to the audience and the audience's appraisal or evaluation of the performer's conveyed utility. Mood reflects the performer's expression of emotional dispositions to the audience.
as they intersect with the audience's appreciation or evaluation of those dispositions. Finally, the attitude dimension is established by the performer's proposal of an attitude as it serves as a basis for audience anticipations of what the performer will do in their encounter.

TABLE 1.1--Schematic representation of the dimensions of self as constructed through appearance*

<table>
<thead>
<tr>
<th>Program of Appearance</th>
<th>Review of Appearance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Placement</td>
</tr>
<tr>
<td>Announcement Show</td>
<td>Identity</td>
</tr>
<tr>
<td>Expression Proposal</td>
<td></td>
</tr>
</tbody>
</table>


Let me further examine the dimensions of identity, value, mood and attitude as they function in the appearance phase of a performance. These factors will be of crucial importance in subsequent examination of a university ombudsman's total performance.

In an actor's program of appearance, he first announces an identity by appropriating for himself a set of words to be used by others for addressing him. When his announcement is reviewed by others without challenge, the announcement of identity leads to placement of the performer in the situation. In the words of Stone (1970:399):
"One's identity is established when others place him as a social object by assigning him the same words of identity that he appropriates for himself or announces."

Care must be taken in this context to exact the way in which the term "identity" is used. To begin with, let me disperse with any notions that the crucial feature of identity is that the actor is primarily "identifying with" any significant other persons or reference groups in establishing this identity. It is true that one's identity in an interactional relationship will bring him together with certain categories of people and, at the same time, will set him apart from others. But it would be a mistake to assume that such alignments with others form the crucial factor of concern for one's identity in this context. The crucial fact about one's identity in a social relationship is that it permits others to make an "identification of" the actor. It situates him by giving him a position in the transaction.

Another clarification about the use of the term "identity" concerns the relationship between identity and self. Put simply, identity must not be mistaken as a substitute for self. Perhaps the most common conceptualization of self is that it is the meaningful aspect of the human organism. It is also commonly agreed among self theorists that the self arises in social interaction and that it exercises a regulatory function on the behavior of the human organism (Epstein, 1973).
In conventional usage, the overall self is usually thought to be developed in the socialization experiences of the individual. That is, people are assumed to develop consistent and stable conceptual meanings constituting the self. They develop "self-concepts" or "self-attitudes." When established in the individual's cognition, of course, the self becomes a stable symbolic entity independent of the socialization interactions in which it arose. The self-concept is internalized in the individual, and is carried with him into new situations. It antecedes and explains in part his behavior in the situation. This conventional treatment of self is exemplified very clearly in the research tradition begun by Künne and McPartland (1954).

In the kind of dramaturgical perspective being employed here, the self is rooted in one's participation in the social interaction that occurs in a given situation. It is not reflected in the individual's behavior in the situation. Rather, it is part of the meaning established by his activity as it is given in interaction.

As Goffman (1959:253) has put it:

"In analyzing the self then we are drawn from its possessor, from the person who will profit or lose most by it, for he and his body merely provide the peg on which something of collaborative manufacture will be hung for a time. And the means for producing and maintaining selves do not reside inside the peg; in fact these means are often bolted down in social establishments. There will be a back region with its tools used for shaping the body, and a front region with its fixed props."
There will be a team of persons whose activity on stage in conjunction with available props will constitute the scene from which the performed character's activity will be necessary for this emergence. The self is a product of all of these arrangements, and in all of its parts bears the marks of this genesis.

In dramaturgy, an alternative to the conventional formulation of self is offered. This dramaturgical alternative concentrates on the situational nature of the self.

But even conceptualized in this way, identity as I am using the term does not constitute the entirety of the performer's self. One's identity captures only his position as a social object in a situation. Identity constitutes only one dimension of an actor's self in a situation. Three additional dimensions include value, mood and attitude.

Included in the program of appearance is a show of the actor's value or worth in the situation. In other words, one does not simply appropriate words of identity. Identity is generally accompanied by shows which qualify the identity by marking the value of the actor off from other actors who may claim the same or similar identity. It is one thing to be identified as a teacher, and yet another to be a competent teacher. The consequences of the qualified identity will differ from those not so qualified. Shows of value are incorporated into programs of appearance, and are accompanied in a transaction by an audience appraisal of acclaimed
value (cf. Table 1.1, p. 15).

Again, however, some clarification of the term "value" as it will be used in this inquiry is necessary. Value is a term which denotes the positive or negative desirability of a thing. As such, the nuances of value are many, since a thing may be appraised along numerous dimensions of desirability which may or may not be common among interacting parties. A thing may be assessed in terms of a range of sentiments (e.g., esteem, ego-expansion, etc.), or it may be assessed in terms of instrumental desires (utility). Accordingly, it may be assessed in terms of a relatively idiosyncratic set of standards or in terms of a relatively objective set of standards. In order to narrow down the present concern with value, let me refer once again to the ideas of Stone (1970:401):

"... before a title is bestowed upon us or before we are invested with office, our identities must undergo qualifying scrutiny. In such cases, the qualification does not usually get accomplished in terms of our anger or sadness, but in terms of some assessment of our former careers and future prospects with reference to their worth. The tendency is to assess worth in terms of a relatively objective set of standards. ... Upon the initiation of what we have called structured (institutionalized) relations, the values of participating persons ... must be established." (parenthesis added).

When a performer faces the task of establishing himself as an officer, as is the case for performers of safety-valve institutions of the sort I am concerned with, his value will be assessed in terms of evidence of his worth. In other words, is he worthy of being
invested with the office he seeks?

Still, I have not sufficiently clarified the nature of my particular concern with value since every officer gives performances for different audiences. For example, a person who aspires to be formally hired by an organization of higher education as a university ombudsman must mobilize performances for those who have the power to hire him. Selection committees, administrators and boards of trustees may appraise his value on the basis of evidence showing his commitment to the institution, his social esteem in the university community, or his ability to work with people. On the other hand, an ombudsman's performances for clients would involve him in another kind of relationship in which his value would be appraised along other dimensions: his ability to serve the client by resolving a particular grievance in the client's interest. In other words, a client presumably makes contact with an ombudsman to have a grievance resolved. In such a relationship, of all the values an ombudsman may show, the ones that lay claim to utility in resolving the client's grievance would be of utmost concern for appraisal. Since it is the performances of conflict managers such as the ombudsman that is of concern here, my interest in value will be with the routine activities a performer may undertake to show his instrumental value or utility.

A further qualification in establishing a self in performances illuminates the expressive aspect of a performer's identity. Through
his appearance an actor gives expressions of his mood which are accompanied by appreciative responses in an audience's review (cf. Table 1.1, p. 15). In such exchanges, a dimension of meaning for self, mood, is established. Stone (1970: 401) claims that mood is "patently distinguishable in discourse, but merged together inextricably (with value) in experience" (Parenthesis added). Therefore, it may be anticipated that determination and classification of expressions of mood in performances will be a more difficult task than those of determining announcements of identity or shows of value.

The reason that expressions of mood may be more difficult to determine than other dimensions of self meaning established in appearance is because mood denotes the emotive or feeling aspect of self which is perhaps one of the most problematic and fleeting dimensions. In my concern with mood, the task will be to isolate activities which may give off impressions of ease or lack of ease, liking or disliking, fearing or courageousness on the part of the performer in a situation. Of course, the salience of such expressions is that they will theoretically have consequences in the social transaction between a performer and his audience.

The final, and perhaps most important, qualification of self is a performer's proposal of an attitude. This means that an actor's appearance program usually produces indications about where the actor has been, is going, and where he is about to go if,
and when, his identity becomes activated in the situation. In other words, the performer's activities of appearance will give off impressions about his line of action (attitude) in the situation. Such impressions, in turn, provide a basis for the audience to anticipate what he will do as interaction unfolds (cf. Table 1.1, p. 15).

It is most important in this context to realize the term "attitude" is not used in its traditional sense. Usually, attitudes are thought of as hypothetical constructs designating various arrangements of affective, cognitive, and connative components in an individual's internal mental life (see DeFluer and Westie, 1963; Fishbein, 1967; or Liska, 1974). These internal entities or processes, in turn, are generally thought (or assumed) to function as predisposing influences on that overt behavior for which they are salient antecedents. Blumer (1969:93) has outlined this formulation of the concept of attitudes very clearly:

"The attitude is conceived to be a tendency, a state of preparation, or a state of readiness, which lies behind action, directs action, and moulds action. Thus, the attitude or tendency to act is used to explain or account for the given type of action. Further, the knowledge of the attitude enables one to forecast the kind of action which would take place if the attitude were activated."

In dramaturgical treatment, attitudes are seen within a different frame of reference, and such treatment leads to a disparate way of thinking about them. From his social behaviorist
viewpoint, Mead had seen attitudes as "the beginnings of acts" (Mead, 1934:5). It is from Mead's conception that a dramaturgical treatment of attitudes springs.

Of course, like many of the statements of Mead, his definition of attitudes is not without ambiguity. As Kenneth Burke has pointed out, such a view of attitudes, in and of itself, does not prevent one from looking upon them as "substitutes" for the act (Burke, 1945:235-247). That is, one may view the attitude as a mental truncation of the act. By doing so, the attitude could be seen as any idea representing an elliptical version of the act. This elliptical version could then be seen as a mental predisposition which guides and directs the acting out or overt expression of the act. In viewing the attitude in this way, one would apparently not fundamentally contradict either Mead's basic definition or the traditional formulation of the concept. In a strict sense, however, this would be an inadequate summary of Mead's view, since it is but a few lines in succession of his initial statement that Mead claims that the attitude is "the beginning of the act; it is part of the act" (Mead, 1934:5). In short, a full understanding of attitude, in the Meadian sense, would not view it as a beginning which is truncated or separated from the actual overt act.

In dramaturgical thinking, the attitude is not truncated, not separate, and not independent of the social act. It is an integral
part of one's participation in interaction with others. To put it more clearly, it is part of the meaning established in the initial phase of performance. It conveys the incipient nature of participation and, thus, allows the other to anticipate what will occur. In short, the term "attitude" as used in this context is not intended to denote any cognitive organization or process which predisposes the performer's line of action in a situation. Instead, it denotes a process of establishing meaning in a social relationship; a process whereby a performer undertakes activities which propose or indicate the direction of his subsequent activity in the situation, thus providing a basis for his audience to form a coincidental response of anticipation.

**Negotiation of order**

The appearance phase of a performance has been the central topic of discussion up to this point. It has been proposed than an appearance program staged in the initial phase functions to establish the self of the performer in relationships with other parties. These meanings, in turn, should hypothetically have consequences for subsequent activities. An important category of subsequent activities should be those involved in the construction of a definition of the situation. The phase of activities by which definitions of situations are constructed is called the negotiation of order, and, theoretically, this constitutes the second phase of a performance.
The fact that social interaction is ordered, or comes to be ordered, is salient to any sociological conception of institutionalized processes. In analyzing the construction of definitions of situations, a particular view of social order is of direct concern. There are at least two distinctive ways of conceptualizing the relationship between order and social interaction to be found in sociological traditions. For this reason, it is necessary to offer a brief outline of a dramaturgical perspective on social order.

One way of conceiving social order is to view it as a fundamental determinant of social action. That is, social order can be seen as an entity that underlies and supports action. In such a view, social action is assumed to be upheld by some variety of underlying sociocultural guidelines. It is the sociocultural guidelines that give order to action. To use Durkheim's terminology, society is made up of social facts sui generis. In large part, the goals of sociology from this perspective are to discover the underlying order giving structures so that they may be used to explain, predict, or control social action.

Another contrasting way of viewing the relation between social action and social order is to conceptualize social action as becoming ordered. That is, social order does not necessarily have to be seen as an underlying determinant of action. Instead, it can be seen as developing in social action. Social action is not upheld
by an underlying order, but order is established in social action.
From this perspective, the goals of sociology are, in large part,
to uncover the processes of social action which are involved in the
establishment of social order.

This latter view of social order has its precedence in the
classical sociological perspective of Simmel (1950), who most
emphatically noted that social interaction is imbued with paradoxes,
contradictions, and counter-realities which flow in and out of
sociation with amazing, but precarious grace. A more contempo-
rary sociology of knowledge perspective has further elaborated
this view of social order by showing that multiple and sometimes
contradictory social orders can exist side by side because they are
of our own construction (Berger and Luckmann, 1966). Social
order, then, is flexible and collectively, though not so much
individually, arbitrary.

It is also within this general orientation toward social order
that the idea of "negotiated order" has been developed. This term,
which was first clarified by Strauss, et. al. (1963:148) in their
analysis of a large urban hospital, most explicitly articulates my
dramaturgical orientation to social order.

"Order is something at which the members of any
society, any organization, must work. For the
shared agreements, the binding contracts--which
constitute the grounds for an expectable, non-
surprising, taken-for-granted, even ruled
orderliness--are not binding and shared for all
Contracts, understandings, agreements, rules—all have appended to them a temporal clause. That clause may or may not be explicitly discussed by the contracting parties, and the terminal date of the agreement may or may not be specific; but none can be binding forever, even if the parties believe it so, unforeseen consequences of acting on the agreements would force eventual confrontation. Review is called for, whether the outcome of the review be rejection, or renewal, or whatnot. In short, the basis for concerted action (social order) must be reconstituted continually, or as remarked above, 'worked at.'

Beyond the temporal clause which is mentioned in the above passage, a fully dramaturgical view of social order recognizes numerous additional clauses. Extraneous circumstances occur, emergencies happen, contradictions in agreements are discovered, priorities change, and unique situations develop; all of which may call for suspensions, exemptions, rejections, revisions, renewals, extensions, clarifications, elaborations, or just bending the rules. Indeed, a good part of our everyday lives are spent in episodes which require a reading of the "fine print" appended to rules and guidelines. The social order—the rules that apply to a given action, the variations, the interpretations and reinterpretations, the exceptions, the stretching and the bending of the rules and agreements—all this must be negotiated between parties in the interaction. Put simply, social order is negotiated order from a dramaturgical viewpoint.

In addition to the Strauss, et. al. (1963) study, which
illustrated how the order of the hospital is situationally negotiated among patients and various staff members, there are two other pieces of literature which are highly salient for my particular concern with the negotiation of order. Studies by Balint (1957) and Scheff (1968) have clarified some of the dynamics of negotiation in specific interpersonal relationships.

Although Balint did not present his study of the doctor/patient relationship as an examination of negotiated order (remember, the term was originally advanced by Strauss and his associates in 1963), it is very clear from his descriptions that a process of negotiation was immanently involved (Balint, 1957:18).

"Some of the people who, for some reasons or other, find it difficult to cope with problems of their lives resort to becoming ill. If the doctor has the opportunity of seeing them in the first phases of their being ill, i.e., before they settle down to a definite 'organized' illness, he may observe the patients, so to speak, offer or propose various illnesses, and that they have to go on offering new illnesses until between doctor and patient an agreement can be reached resulting in the acceptance by both of them of one of the illnesses as justified."

Perhaps the most important fact uncovered by Balint was his observation that by virtue of their positions or identities as qualified diagnosticians, doctors used this negotiatory process to influence definitions of the patient's condition. According to Balint, it was the "apostolic function" of the doctor which made this possible. The apostolic function was exercised through his
response to a patient's offered illness; a response which was
guided by an "almost unshakably firm idea of how a patient ought
to behave when ill" (Balint, 1957:216). To put the matter another
way, the negotiatory process between a doctor and patient was a
process of offers and responses, according to Balint. In this
process, the patient would offer the doctor an illness as a potential
definition of his medical condition. The doctor, in turn, would
respond to the patient's offer, affirming or negating it. The pro­
cess would continue until an offer by the patient was affirmed by
the response of the doctor. The definition of the patient's illness
was most heavily influenced in the interaction by the doctor's
response; a response which only the doctor (not the patient) could
rightly make because of his identity as one fully endowed with the
apostolic function in the relationship. It is assumed, then, that a
performer's identity as established in appearance will give him
position in a social relationship, and that position will effect the
nature of his participation in the negotiation of order.

In another study examining a similar negotiating process of
offers and responses in psychiatric interviews, Scheff (1968)
demonstrated how psychiatrists influence definitions of a patient's
psychological condition through their responses to interpretations
received from patients. Scheff noticed that the psychiatrist's
power to influence definitions was not only dependent on his
position or identity within the interaction but also upon his manipulations of two fundamental dimensions of discourse between psychiatrist and patient. These two dimensions were called "agenda" and "format" by Scheff. In order to accomplish a detailed explication of a performer's influence on definitions of situations, there is a need to comprehend his manipulations of agendas and formats in conversations with others. It should be possible to illustrate how a performer's influence on definitions of situations is partly a consequence of his appearance program and partly a consequence of his manipulations of agendas and formats in the negotiatory process.

How can a performer's manipulations of agendas and formats influence a negotiated order or definition of the situation? The agenda of a discussion refers to the various topics treated among parties as being relevant to the occasion which brings them together. To manipulate the agenda is to manipulate the topics of discussion. By manipulating the topics, in turn, an actor can influence what issues and rules come to be viewed as important for the particular situation. In this way, a performer can influence a definition of the situation by manipulating the agenda of conversation.

On the other hand, the format of conversation draws attention to the ways in which parties discuss the various topics that come to be placed on their agenda. The fundamental process
of offers and responses spoken of above may provide the basic framework in which various modes of discussion may be hammered out between a performer and his audience. At any rate, the manipulation of modes of discussion within this general framework presents a clear potential for influencing the conclusions parties will draw about the various topics they discuss. In giving attention to formats, focus is placed upon the performer's manipulations of the modes of discussion and the impact of such manipulations on the outcomes of conversation about a situation.

To summarize, there are three different tasks associated with an analysis of the second phase of a performance. In accordance with the general view that one phase of a performance should have consequences for later phases, it is assumed that an actor's appearance program will effect his capacities for influence in the negotiation of order. The first task is to uncover and illustrate any consequences of appearance on the negotiation of order. The second and third tasks involve isolation of the performer's methods for manipulating agendas and formats respectively, and assessing the impact of such manipulations on definitions of situations that emerge in interaction.

Dramatic realization

With self presented through appearance and the situation defined through the negotiation of order, a performer's activity
would move further toward the completion of interaction with his audience. The next logical phase of performance would be to undertake task oriented activities called for by the established self and situation. For example, in the case of the ombudsman, which will be the subject of my application in later chapters, it should be that once he has established himself in interaction with a client and negotiated a definition of the situation, then he should undertake the task of resolving the client's grievance.

Goffman (1959) was very explicit in noting that if a performer is to succeed in sustaining his performance, he must, at some point during his activity, demonstrate competencies for the accomplishment of tasks. In Goffman's (1959:30) terms:

"If an individual's activity is to become significant to others, he must mobilize his activity so that it will express during the interaction what he wishes to convey."

Goffman's term for the undertaking of such activity was "dramatic realization." Theoretically, this is the third phase of a performance.

Since dramatic realization represents the undertaking of activities that are called for by the constructions of self and situation, it is reasonable to expect some relationships between them and the prior activities of appearance and negotiation. Consistencies of dramatic realization with activities undertaken in the two prior phases of a performance should be amenable to
Beginning with the relationship between appearance and dramatic realization, a quite direct association should be evident. Given the view that one phase of a performance serves as a stimulus for later phases of the same performance, the expectation is that appearance will influence dramatic realization. More specifically, since the meaning established by appearance is self-meaning, it is reasonable to assume that activities undertaken in dramatic realization will fall within the range of activities appropriate for the self as established in appearance. The dimension of self that seems most important in this relation is attitude. If a performer's appearance program includes activities which foster impressions proposing one or more lines of action or attitudes, then his activities in dramatic realization should not be inconsistent in any way with his earlier proposals. Appearance activities should have the effect of circumscribing the range of possible task oriented activities a performer will undertake in dramatic realization.

It is also expected that the definition of the situation as constructed in negotiatory activities within a performance will influence dramatic realization. Just as activities undertaken in dramatic realization should be consistent with the performer's self as established in appearance, so they should be consistent with the situation as established in the negotiation of order. The consequences
of negotiated definitions of situations, however, should be separate and distinct from those of appearance. Whereas appearance is assumed to have circumscribing consequences for dramatic realization, the negotiation of order is assumed to have specifying consequences.

My reasoning here is quite simple. As spoken of before, the negotiation of order involves the performer and his audience in the establishment of a definition of the situation in which the performance is being carried on. To put it another way, by negotiating issues and rules the performer partakes in defining the situation as real. In dramatic realization, it is assumed that the situation becomes real in its consequence. In short, activities undertaken in dramatic realization are expected to be undertaken with reference to specific tasks indicated by the definition of the situation. For example, if in ombudsman performances the negotiation of order establishes a definition of the situation, such a definition should imply what tasks have to be accomplished in order to resolve a given client's grievance. Activities undertaken in dramatic realization should be aimed at accomplishing those tasks. It is assumed that the negotiation of order will function in a performance to specify the subsequent activities of dramatic realization in this way.
Termination

Parties to an occasion for interaction recognize when the time has come for concluding their transaction. In pure theatrical form, performances can be isolated as events in the experiences of both performers and audiences. Theater technology makes it possible for parties to clearly demarcate the performer's transition from "on stage" to "off stage" action, or the transition from the "play" to conventional "social life." Thus, when the curtain falls in the theater, the performer and audience can conveniently turn their experiences and their relationships with others from that of theatrical fantasy back to matters of real everyday life.

Performances in everyday life, however, are embedded in a context of other performances each of equal salience in reality, none of them clearly experienced as fantasy. Each proceeds along its own course of development, at its own pace, and based upon its own peculiar construction. Performers shift from one on-going performance to another, from moment to moment, weaving through activities grounded in a multiplicity of discreet meanings and relationships. Their separate performances are bound together only by virtue of the fact that they are experienced within common social spheres that form the performers' occupational lives, family lives, community lives, and so on. In this kind of intricate context, neither the performer nor the audience can very often experience
the end of one performance and the beginning of another as neatly partitioned events like in the theater. Nevertheless, performances in everyday life do come to an end. Performers and audiences do know when conditions develop in their interaction which bring forth its termination. The final phase of performance is its closure.

Any analysis of termination requires knowledge of what various conditions may develop between a performer and audience which bring their interaction to an end. To a considerable extent, such knowledge demands familiarity with the specific content of interactions, and, thus, a complete categorization of terminal conditions for any specific kind of performance requires analysis of its substance. However, some broad conceptualization of categories of terminating conditions which may be found in any performance is possible. Two writers, Mead (1938) and Foote (1975), have provided valuable insights in this regard.

Mead (1938) argued that the ending of the social act may be conceptualized as a "consummatory phase." It was his contention that the social act, once begun, develops an inertia or momentum for completion. Actors are compelled to consummate their on-going acts. This is intrinsic to their undertaking. For Mead, a social act or a performance was terminated under conditions of consummation, when the goals or purposes of the act have been fulfilled.

While it is no doubt true that consummation is one type of
condition that could bring termination to a performance, it is also probably true that not all performances have such happy endings. That is, conditions other than fulfillment of goals and purposes may bring about closure. Nelson Foote (1975:25) has commented:

"... the concept of the consummatory phase of the social act may connote too much the desirability of the outcome from the standpoint of any or all the actors... because some problems turn out to be so refractory or insoluble that the frustration becomes unbearable. The episode is thus undeniably terminated, and in a way that developed out of the intermediate interaction, but not by a consummation or resolution that will be evaluated by the frustrated actor as successful. Conversely, an episode frequently appears to near a resolution..., only to be reproblematized and lengthened by the introduction of some complicating element..., which may or may not get worked into an integrated outcome...."

A second set of circumstances under which a performance may be assumed to terminate is when, in the views of the participants, their interaction has failed to reach the mark.

Given these possible conditions of termination, how might they reasonably be expected to be related to the prior phases of a performance? There are at least two relationships which can be assumed by taking into account what has been said in earlier discussion. Relationships between the negotiation of order, dramatic realization and termination should be amenable to illustration in a performance.

The specifying consequences of the negotiation of order have
been spoken of above. It was said that the definition of the situation established in a performance may be assumed to have the consequence of specifying what activities will be undertaken in dramatic realization. A similar specifying consequence may be assumed in the relation between the negotiation of order and termination. That is, just as a negotiated definition of the situation should specify what activities will be undertaken in dramatic realization, so it should specify what goals can be attained by undertaking such activities. The goals against which consummation or failure of a performance will be judged by the participants will, hypothetically, be goals that are specified in the negotiation of order. The assumed relationship between negotiation and termination is that negotiation will influence termination by establishing a major set of criteria upon which participants will formulate judgments of consummation or failure.

A similar relationship between dramatic realization and termination should be amenable to illustration. Dramatic realization, recall, is a phase of performance where activities are undertaken by the performer for the purpose of demonstrating competencies for accomplishing tasks as called for by self and situation. Implicit, if not explicit, in the performer's undertaking of such activities is that he will carry them out effectively, that he will guide the activity to its mark. This, then, provides participants
with a second major set of criteria upon which they can formulate judgments of consummation or failure for the performance. The assumption is that judgments leading to termination will include participant assessments of the effectiveness of activities undertaken in dramatic realization for accomplishing specified goals.

A Dramaturgical Model for Analyzing Conflict Management Processes

The background of key concepts for a dramaturgical or performance model has been expressed mainly in the language of the original sources. Unfortunately, some of the conceptualizations reviewed were not originally presented in a fully explicated form, and as a result, they leave unnecessary loose ends. Some major ideas that are in need of fuller explication include definition of the situation, meaning and self.

Meaning and definition of the situation

The work of Thomas and Thomas (1928) has been examined for the purpose of articulating what they had in mind by the concept "definition of the situation." It was shown that a major assumption coming out of their effort was that the subjective meanings people associate with situational settings and the participants has a significant influence on their behavior. The notion of subjective meaning, however, was not adequately explicated by Thomas and
Thomas. From the perspective employed here, subjective meaning refers to the beliefs and affective states of the participants in a social situation.

Beliefs represent assertions actors hold to be true or probably true about a situation in which they are involved at any given point in time. For any given actor, beliefs can be directed toward himself, other participants in a situation, or the setting. To appreciate the dynamic nature of performances, it is necessary to assume that at any point in situated activity the beliefs held by a particular actor are a joint outcome of the pre-existing beliefs brought by him into the situation and adjustments in these beliefs resulting from information gained from his experience in the situation. It can also be assumed that the beliefs an actor holds at any particular point in time for the basis of his anticipations about self and others in the situation.

The affective component of subjective meaning refers to the emotional states an actor has toward objects of awareness in situated activity. The simplest way to think about affect is in terms of a given actor's likes and dislikes of certain aspects of a situation. However, feelings of liking or disliking may find expression in more specific emotions such as anger or elation.

The relationship between the belief and affective components of subjective meaning is as follows. Positive affect is manifested
toward any phenomena perceived as facilitating the actor's values or needs, and blocking undesirable outcomes. Negative affect is the obverse.

Without going into any further detail about the nature of meaning, it can be seen that, for my purpose, what constitutes a definition of the situation is the beliefs and emotional states that interacting parties have about various aspects of their situation at any given moment in time. The function of performances or activity in a social setting is to establish the belief and affective dimensions of subjective meaning. Performances, therefore, are not viewed as meaning, but as one of its determinants.

Situated self

The emphasis on situated activity that is given by the concept of performance necessitates a particular way of looking at what "self" means. A situated self denotes the beliefs and affective components of meaning as applied to a given actor in a situation. It is established in interaction through the intersection of the actor's presentation of appearances and the response of the audience to those appearances. Situated self requires a convergence between the actor's presentation and the audience's response.

It must be appreciated that the situated self, useful for the type of analysis to be undertaken here, is not equivalent to the total self as determined across multiple situations. A limiting assumption
of my use of the term is that what is relevant to the analysis of conflict management processes is the self as established in that context and not other aspects of the actor's self that may be created and maintained in other contexts.

Subjective meanings and the phases of performance

Subjective meaning, as defined here, consists of the beliefs and affective states held by actors in social situations. It can now be seen that this explication of subjective meaning is applicable to the major phases of a performance: appearance, negotiation of order, dramatic realization, and termination.

In the appearance phase of a performance, beliefs and feelings about the performer himself are established. Such meanings are established along the dimensions of identity, value, mood, and attitude. As the work of Thomas and Thomas (1928) indicated, the behavior of individuals in social situations is based upon their beliefs and feelings established in the situation. The extension of the belief and affective components of meaning to the situated self results in a similar assumption; i.e., behavior is a function of established beliefs and feelings about one's self in a situation.

The components of belief and affect can also be applied to the negotiation of order phase of a performance. Negotiation of order entails the effects of a performer's activity on the establishment of beliefs and feelings about the goals and means for achieving
those goals in a situation. A performer's manipulations of agenda and formats in conversation represent ways to influence beliefs and feelings about the situation by determining for the audience what is possible and what is appropriate from the viewpoint of the performer.

The phase of dramatic realization represents the performer's undertaking of activities based upon meanings established in the appearance and negotiation of order phases of a performance. In other words, the establishment of a situated self in appearance implies that a performer is capable of engaging in a range of activities. The negotiation of order, in turn, establishes that certain of those activities are possible and appropriate for the performer to undertake in a given situation. Dramatic realization represents the performer's actual undertaking of activities based on established constructions of the situated self and the definition of the situation.

Finally, the termination phase of a performance involves meaning in the sense that perceptions are formed by parties regarding whether or not a performance has realized desirable ends. A performer is assumed to want to establish the belief that all that is possible has been accomplished. If this is effectively conveyed in a performance, then positive affect or consummation results. Negative affect results if the performance is not effective in conveying
that all possible desirable ends have been realized.

Summary of concepts and assumptions relevant to a dramaturgical model for analysis of conflict management processes

Having explicated my dramaturgical orientation in terms of specific formulations of definition of the situation, meaning, and self, the key concepts and assumptions involved in analysis of conflict management processes as exemplified by the university ombudsman can be stated. What follows is a formalized consolidation of a theory of performance for application to the agents of safety-valve institutions.

Definitions of key concepts


   a. Conflict management. Conflict management is any routine engaged in by an agent of an organization to assist members of the organization in resolving conflicts within the parameters of existing organizational values and guidelines.

   b. Agent. An agent is any person charged by an organization to conduct a conflict management routine.

   c. Client or audience. A client or audience is any person who contacts an agent for the purpose of obtaining assistance in resolving a conflict.

2. Subjective meaning or meaning. Subjective meaning or meaning is the composite of the beliefs and affective states an actor (agent or audience) has at any given moment about the objects of his awareness in a situation.
a. Beliefs. Beliefs are assertions an actor (agent or audience) holds to be true or probably true about the objects of his awareness in a situation.

b. Affective states. Affective states are emotions an actor (agent or audience) has about the objects of his awareness in a situation.

3. Definition of the situation. A definition of the situation is the meaning about goals and means in a situation as established by the intersection of an agent's presentation of his own beliefs and affective states with the beliefs and affective states indicated by the audience in response to the agent's presentation.

4. Situated self or self. A situated self or self is the meaning about a given actor as established in a situation by the intersection of that actor's presentation of his own beliefs and affective states with the beliefs and affective states indicated by others in response to the actor's presentation. Four dimensions of situated self or self are analytically distinguishable: identity or the actor's position in relationship to others, value or the actor's utility to others, mood or the actor's affective states toward others, and attitude or the actor's line of action relative to others.

5. Performance. A performance is the activity of a given actor which influences other participants in face-to-face interaction. Four phases of such activity are analytically distinguishable: appearance, negotiation of order, dramatic realization, and termination.

a. Appearance. Appearance is that phase of a performance in which the performer's (agent's) situated self is established. Two categories of appearance activities are distinguishable: the performer's program of appearance or the activities by which he presents his own beliefs and affective states about himself and the others' reviews or the activities by which they indicate their beliefs and affective states about the performer.

b. Negotiation of order. Negotiation of order is that phase of a performance in which the performer (agent) undertakes activities to influence the establishment of a definition of the situation. Two categories of activity undertaken by a performer are distinguishable: manipulations of agenda or topics of conversation and manipulations of format or modes of conversation.
c. Dramatic realization. Dramatic realization is that phase of a performance in which the performer (agent) undertakes activities to demonstrate his capacities for attaining goals in a situation.

d. Termination. Termination is that phase of a performance in which activity is ended.

Assumptions framing a dramaturgical study of a safety-value institution

1. Framing assumptions concerning conflict management.
   a. Institutions established within organizations to handle and process conflict may be designed either for generating structural change in the organization through conflict resolution or for managing conflict by assisting in settlements according to the existing values and guidelines of the organization.
   b. Interaction in the context of either conflict resolution or conflict management routines involves a series of reciprocal performances by the agents and their clients.
   c. The performances of an agent may or may not have the effects intended by the members of an organization who authorize an institution to handle and process conflict.
   d. The performances of an agent of an institution established to handle and process conflict within an organization may or may not have the effects deemed desirable by the agent.

2. Framing assumptions concerning the performances of a conflict management agent.
   a. Any given phase of an agent's performance will effect the subsequent phases of his performance.
   b. During the appearance phases of performances, the meanings an agent may establish about his situated self along the dimensions of identity, value, mood, and attitude will vary.
c. The range of meanings (beliefs and affective states) an agent will establish along the dimensions of identity, value, mood, and attitude in the appearance phase of any given performance will be limited by the normative structure of his position and role in the organization.

d. During the negotiation of order phase of any given performance, an agent's capacity to influence the establishment of a definition of the situation will depend upon the establishment of a situated self in the appearance phase of his performance.

e. During the negotiation of order phase of any given performance, the amount of influence an agent will have on the establishment of a definition of the situation will depend upon his manipulations of the agenda and format of conversation with his client.

f. The range of activities an agent may undertake in the dramatic realization phase of any given performance will be circumscribed by the agent's situated self as established in appearance.

g. The specific activities undertaken by an agent in the dramatic realization phase of any given performance will be based upon the definition of the situation as established in the negotiation of order phase of the performance.

h. The termination of an agent's performance will occur under one of two categories of conditions: when the agent and the client establish the belief and feeling that all possible goals in a situation have been attained (the condition of consummation), or when the agent and the client establish the belief and feeling that all possible goals in a situation have not and cannot be attained by the continuation of the performance (the condition of failure).

i. The goals which the terminating conditions for an agent's performance will be based upon will be those goals specified in the definition of the situation as established in the negotiation of order phase of the given performance.

j. The terminating conditions of an agent's performance will also be based upon the agent's and the client's assessments of the effectiveness of activities undertaken in the
dramatic realization phase of the given performance as means for goal attainment.

This formalized rendition of the key concepts and assumptions of the dramaturgical perspective on the performances of agents in safety-valve institutions will be applied to information concerning the transactions between the Ombudsman at Western Michigan University and some of his clients. It is offered here to help expedite the conceptual focus that will guide my research endeavor. In this form, the dramaturgical perspective on performances is also more readily available to future investigators.

Summary

Beginning with a quotation from Machiavelli concerning the means available for a prince to manifest control over his subjects, namely, those of fear and love, it has been indicated that a third possibility exists. This possibility of exercising social control involves direct interaction between the prince or his representative and the subjects. It operates to bring about social control under conditions where the prince has certain options for eliciting support by negotiating appeals to the existing value structures of the subjects.

It was then pointed out that the problematics of control facing the prince of Machiavelli are universal factors confronting any ruler or ruling agents in any kind of social organization. The focus was narrowed to the problematics of control by conflict
management in the context of formal organizations.

With this background, the explicit purpose of this investigation was revealed. The problem was twofold: first was the task of creating an integrated dramaturgical model for use in the analysis of conflict management processes routinized within formal organizations, and second was the task of applying the model to a concrete situation involving a university ombudsman as a means of illustrating its utility. The first of these tasks has been accomplished. The second remains to be accomplished in later chapters.

The discussion of dramaturgy began with some general considerations, and then evolved to a focused treatment of the main elements of a dramaturgical model; namely, performance, appearance, negotiation of order, dramatic realization, and termination. Based upon this treatment, a dramaturgical model of conflict management performances was formally explicated in terms of its key concepts and assumptions.

Without evaluating or going into details concerning alternative methodologies for studying the kinds of processes of interest in this application, it is significant to appreciate that my model carries with it the desirability of direct observation of activity. Survey techniques and autobiographical or biographical materials can surely be used to supplement information resulting from direct observation, though by themselves these sources would have
questionable merit.

Discussion can now turn to some background material concerning the concept of the ombudsman, and the more specific circumstances of relevance to the university ombudsman who served as the object of my intensive investigation.
CHAPTER II

THE OMBUDSMAN IN PERSPECTIVE AND
METHODS OF INQUIRY

The central objective of this research, as stated previously, is to develop and apply a dramaturgical model to a situation which reflects conflict management in a safety-valve institution. Some general historical background material on ombudsmen, and particularly on the Ombudsman at Western Michigan University will now be discussed. Using the basic guidelines of the dramaturgical model outlined in Chapter I, suggestions about directions for this research application will also be indicated. Finally, the specific techniques for data collection and analysis which were employed in this investigation will be presented.

The Ombudsman in Perspective

The term "ombudsman" is a Scandinavian word meaning "grievance man." Scandinavians, however, were not the first people to designate individuals to assist people in the resolution of their grievances. For instance, in Western civilization, Germanic tribes existing after the fall of Rome integrated the notion of a grievance man into their legal orders. As Europe was cast into the medieval era and the problems of law and order were assumed
by decentralized tribal governments, two alternative modes of pursuing punishment against law violators developed.

Under the first pattern, a tribal meeting, called a "folkmeet," was convened periodically to apply the customary law of the tribe. During the deliberations at these tribal meetings, an alleged violator could be convicted and labeled an "outlaw" of the tribe. Any person who was unfortunate enough to be convicted was ostracized and considered fair game for execution of punishment. Persons who killed an outlaw were hailed for their contribution to society by implementing the punitive consequences for violation of tribal law. In this way, problems of law and order were placed under the jurisdiction of tribal communities and removed from the sphere of family feuds.

A second customary way of expediting the law was also a substitute for family feudism, although it did not provide for "branding" the would-be outlaw. Instead, it provided for a fine to be paid by the family of a law-breaker to the families of those who fell victim to wrongdoing. Within this system of legal redress, the idea of a grievance man was instituted. In order to insure that the provision of a fine would function as a true alternative to the senseless violence of family feuds, a degree of administrative responsibility was assumed by the tribal community. It was thought that having members of any of the families involved in the incidence of
law violations come into contact with one another over the expedition of the fines would provide the opportunity for opposing family members to become violent about the matter and, thus, encourage a regression to family feudism. The tribal community assumed the responsibility to appoint a neutral person to collect and deliver fines. This neutral person came to be known as the grievance man.

As European governments became increasingly centralized into monarchial rule over the following several hundred years, the idea of a grievance man apparently came to include almost any kind of neutral agent appointed by governmental bodies (Anderson, 1969). Then in 1713, the Swedish King Charles XII, who found himself endlessly involved in military and diplomatic campaigns with other emerging national monarchs, appointed an "ombudsman" or grievance man to keep an eye on the King's Royal Offices and officers for the time the King was off pursuing his foreign affairs. Although the King's ombudsman began with a temporary appointment called for by the times, his office eventually became a permanent post in the King's administrative organization. The ombudsman concept had found a permanent institutional home under the reign of the Swedish Kings (Gellhorn, 1967).

As Sweden moved forward into the age of representative democracy, the ombudsman concept remained. When the power of the monarch waned in the face of Parliamentary eminence, the
concept was taken over into Parliament's administrative organization.

Gellhorn (1967:195) has said:

"The king has his man; let Parliament have its man too, as a safeguard against royal officer's disregard of law. In 1809 a constitution, hastily composed during a period of domestic and international strife, defined new relationships between monarch and subjects. Among other things, it provided for a watchman over the law's watchmen, who, unlike the already existing king's inspector, would report his discoveries to Parliament."

The Riksdagens Justitieombudsman, Parliament's "agent of justice," has remained a viable part of Sweden's democratic governmental organization until the present time. In addition, the office as it has developed under Parliamentary auspices has served as a prototype for the application of the ombudsman concept in the national governments of Finland, Denmark, New Zealand, Norway, Yugoslavia, Poland, The Soviet Union, and Japan (Gellhorn, 1967).

In the mid-sixties, one author who studied the development of the ombudsman concept throughout the world wrote: "Of all the devices available to citizens for redress of grievances against the bureaucracy, the Swedish Justitieombudsman is perhaps the most colorful and has, in any event, received the most attention recently" (Rosenblum, 1966:191). Later, toward the end of the sixties another close observer of the ombudsman idea found it proper to write: "We appear to be on the threshold of an Ombudsman explosion" (Anderson, 1969:1). While it may be an exaggeration to claim that today's
world is exploding with ombudsmen, the concept has received a considerable amount of scrutiny and debate. This includes the United States where a few states have instituted the office and numerous other states have considered ombudsman proposals. Furthermore, the idea has come to be of significant interest to other modern-day bureaucratic organizations such as those found in business, industry, and education. Wherever bureaucracy exercises governance over the lives of people, the problems of hearing and resolving the grievances of individuals toward the governing machinery are becoming increasingly important. Today the concept of the ombudsman, the citizen's "grievance man," is upon us.

**Role functions of the ombudsman in civil governments**

Ombudsmen in civil governments have traditionally been expected to perform three basic role functions. First among these is what might be called the "watchdog" function. An ombudsman has the duty to receive complaints from individual citizens who feel their rights have been aggrieved by the state. Limitations on ombudsman jurisdiction over complaints do exist, but they seem to be a matter of personal discretion to a considerable extent.

Gellhorn (1967:427) has commented:

"Each of the external critics has had to devote considerable thought and energy to ascertaining whether a grievance does or does not touch upon matters within the scope of his assigned responsibilities."
Several nuances of the ombudsman's traditional watchdog function may be noted. Gellhorn (1967) has reported that upon receiving complaints, ombudsmen have generally been expected to insure that all possible alternative channels of remediation have been exhausted. Exhaustion of remedies has not been a formal constraint upon ombudsman involvement in complaints except in New Zealand. However, study of ombudsmen throughout the world has revealed a general tendency to "take advantage of whatever specialized organizations may have been established to consider specific categories of cases" (Gellhorn, 1967:428). Exhaustion of remedies may be included as part of the traditional pattern of the ombudsmen's watchdog function.

Also in connection with the watchdog function, many civil ombudsmen have traditionally been authorized to make periodic inspections of governmental agencies within their jurisdiction. Not being specialists in many of the work processes inspected, many of an ombudsman's field inspections have served more as learning devices than as critical inspections. On the other hand, visits to such places as penal institutions have been viewed by ombudsmen as an opportunity to take the grievance machinery behind the walls of many establishments for the benefit of those who live and work within them. Field inspection has generally been viewed as a valuable extension of the ombudsman's watchdog function.
A third dimension to the ombudsman's traditional duty to receive complaints is his power to take action on his own initiative. That is, it has generally been considered proper for an ombudsman to take action in any situation where he perceives injustice, even in the absence of any formal complaints. All civil ombudsmen have that authority, and they have been known to exercise it from time to time. It should be noted, however, that such initiative has been exercised chiefly in matters of general public concern as opposed to individually focused grievances.

Of course, ombudsmen have traditionally not been obligated to act upon every complaint that captures their attention. In order to determine the merit of a given complaint, ombudsmen have been granted a second basic function, that of conducting inquiries into issues. Ombudsmen have been universally authorized to access and examine official files, to call for investigations and reports from bureaucratic officials, and to summon officials for direct interviewing. However, the rules for conducting inquiries have not been specified. Gellhorn (1967:432) has reported that the basic method of inquiry is actually quite simple, "to ask for an explanation of whatever has been complained against and, if the explanation does not remove all doubts, to look at materials in the administrator's files." This simple technique of asking for an account is reported to be very adequate in the largest number of cases.
If the ombudsman determines that there is merit to a complaint, his third traditional function comes into play. He is expected to rectify the unsatisfactory administrative action exposed by the complaint. It is important to note here that ombudsmen are generally concerned more about what should be done to redress and avoid further dissatisfaction than with assessing praise or blame for what has been done. Amelioration at both the individual and organizational levels is considered appropriate. Ombudsmen quite often become involved in making adjustments which are acceptable to both administrators and aggrieved citizens. But beyond that, they may become involved in pursuing the implications of a complaint if they appear to be more symptomatic of a general organizational problem. Ombudsmen have the right and the obligation to pursue the implications of complaint by reviewing the discretionary powers of those involved in creating, maintaining, and enforcing the rules and regulations generic to general organizational problems. They also have the right and the obligation to advise, recommend, criticize, publicize, or otherwise represent their conclusions to appropriate audiences.

Finally, there is one other characteristic of the traditional development of the ombudsman's role that deserves notation. The basic role functions of being a watchdog, conducting inquiries into issues, and rectifying unsatisfactory administrative actions are
highly general and ambiguous. Tradition has not produced clear specifications for appropriate enactment of the ombudsman role. At least two distinctive orientations toward playing the role have been discovered. These have been characterized as the prosecu­
tional orientation (Rowat, 1968) and the mediatory or negotiatory orientation (Anderson, 1969).

In the first orientation, acts of retribution against wrong­
doing administrators is seen as the appropriate enactment of the ombudsman role. That is to say that some ombudsmen may emphasize their authority to inspect governmental agencies, to take action on their own initiative, and to pursue correction of organizational problems created by seemingly corrupt or incom­
potent administrators. In such cases, ombudsmen may play their roles as agents for the stimulation of organizational change. This would seem to be a conflict resolution approach as opposed to a conflict management approach in the sense that its aim is to ameliorate those dimensions of organizational structures that constrain citizenship gratification. The prosecutorial orientation, however, is generally considered to be a classical approach to ombudsmanship and less prevalent among today's ombudsmen (Rowat, 1968).

The more prominent orientation among ombudsmen today is the mediatory/negotiatory orientation. As Anderson (1969:3)
has said: "The ombudsman as we know him is a constitutional officer appointed by Parliament to receive, investigate, and report on citizen complaints of bureaucratic abuse." In this orientation, the ombudsman is viewed as a negotiator operating between civil administrators and citizens. His function is precisely that of a safety-valve institution; to manage conflict by helping people resolve their conflicts within the broader context of established organizational guidelines.

Despite these ambiguities, the tradition of the ombudsman in civil governments has served as the prototype for the spread of ombudsmanship throughout the world. Since the late 1960's, the role has been increasingly adopted in American colleges and universities. Hewitt (1972) reported that sixty-nine colleges and universities had ombudsmen as of March, 1971. The number has grown since. While published sources on campus ombudsmen are sparse, it seems apparent that a trend toward application of the role to colleges and universities is substantial.

**Role models for the campus ombudsman**

The first campus ombudsman in the United States was appointed at Eastern Montana College at Billings in 1966. Thus, on American campuses the role of the ombudsman does not have what can be considered a long institutional tradition. Indeed, on most campuses the role is considered to be experimental (Hewitt, 1972).
In view of this fact, it should be no surprise that most of the literature on the university ombudsman has been primarily concerned with how the adaptation should be accomplished. In other words, the literature has concentrated on how the position and role of the ombudsman ought to be institutionalized in the university. A number of prescriptive role models have been offered. Among the most elaborate have been those of Rust (1969), Little (1969), Poblano (1971), and Rowland (1970). The models that Little (1969) has advanced show most clearly that the ambiguity between the prosecutorial and mediatory/negotiatory orientations to ombudsmanship found in its tradition in civil governments has carried over into the university context.

Little developed what he claimed were two significantly differing role models that he saw emerging at the proceedings of the San Francisco Conference on Ombudsmanship in 1969. The first model that Little (1969:1) saw emerging was one in which the university ombudsman was primarily involved in establishing "grievance machinery," and the second was one in which the university ombudsman was primarily involved in establishing "a general change agency." Little has outlined the contrasting elements of these two role models. His outline is reported in Table 2.1, page 62.

It is clear that the general change model of Little (1969)
### TABLE 2.1

<table>
<thead>
<tr>
<th>Grievance Machinery Role</th>
<th>General Change Model</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mission:</strong> To establish objective facts in a conflict situation/to review the facts in relation to institutional rules and policy/to give advice toward resolution of the grievance/to recommend change if indicated.</td>
<td></td>
</tr>
<tr>
<td><strong>Operations:</strong> Investigate situations/make value judgments/report the judgments/persuade, recommend, publicize, etc.</td>
<td></td>
</tr>
<tr>
<td><strong>Work Commitment:</strong> Ombuding as a collateral duty of qualified faculty, staff, or student on interim or part time basis.</td>
<td></td>
</tr>
<tr>
<td><strong>Office Structure:</strong> One ombudsman with assistance and clerical help as needed.</td>
<td></td>
</tr>
<tr>
<td><strong>Termination of Cases:</strong> When grievance is resolved.</td>
<td></td>
</tr>
<tr>
<td><strong>Mission:</strong> To use grievances as an opportunity for facilitating individual or institutional growth, development, and change/to help parties to clarify feelings, roles, needs, institutional dynamics in the emergence of conflict situations/to encourage change through mobilizing necessary social action.</td>
<td></td>
</tr>
<tr>
<td><strong>Operations:</strong> To help clarify feelings/develop alternative courses of remedial action/help select and implement suitable action.</td>
<td></td>
</tr>
<tr>
<td><strong>Work Commitment:</strong> Career potential for action oriented lay or professional.</td>
<td></td>
</tr>
<tr>
<td><strong>Office Structure:</strong> Number of ombudsmen with varying personal characteristics to appeal to differing clients.</td>
<td></td>
</tr>
<tr>
<td><strong>Termination of Cases:</strong> When all parties feel the resolution is sufficient to move to other matters.</td>
<td></td>
</tr>
</tbody>
</table>

*Adapted from Little (1969).*
most closely approximates the classical prosecutorial model of ombudsmanship. Its mission is to use grievances as springboards for promoting organizational growth and change. Conflicts are seen as indicators of disintegration and are to be resolved by bringing organizational roles and dynamics into consonance with individual feelings and needs. In contrast, the grievance machinery role model converges with the mediatory/negotiatory orientation to ombudsmanship. Its aim is to review the facts of specific grievances and adjudicate them within the boundaries of existing organizational rules, roles and policies. The grievance machinery role model represents the kind of safety-valve institution which this study is aimed toward. Its organizational function is conflict management.

The ombudsman at Western Michigan University

On May 22, 1969, a committee was formed at Western Michigan University to study problems associated with "academic grievances" in the University. The committee was to arrive at a formal policy for handling academic grievances. By October 15, 1969, the committee had completed its task. It produced two major outcomes: (1) It recommended to the President that a package of policies and procedures pertaining to student academic rights be adopted, and (2) it recommended to the President that an ombudsman be appointed to work in the area of academic grievances (Vander Poel, 1969).
By the spring of 1970, the Office of the University Ombudsman was instituted at Western Michigan University. According to the University administration (The University Ombudsman: Mandate, Appendix A, page 210), the Ombudsman's Office was to confirm "that the University seeks to resolve grievances and provide justice for all members of the University community." To that end, the Ombudsman was formally mandated with the following rights and responsibilities (The University Ombudsman: Mandate, Appendix A, page 210):

"The Ombudsman is a presidential appointee chosen with the active participation of students, faculty, and staff and confirmed by the Board of Trustees. . . . it is imperative he be a competent, well-known and respected person on the campus and his role as Ombudsman be recognized by faculty, staff, and students as one of importance. The appointment is to be for a two-year term with an option of one additional two-year reappointment.

Ability to function effectively comes primarily from his skill in working with others to resolve difficulties and from the fact that he acts under the authority of the President of the University, to whom he reports. His role is to investigate and mediate grievances. He must be dedicated primarily to the concerns of the individual . . . his position must be impartial . . . the integrity of the Ombudsman must be unquestionable.

The Ombudsman will assure simple and rapid procedures for hearing . . . grievances. He shall investigate such matters, and where he discovers there is a malfunction . . . he shall assist the individual in accomplishing a quick and fair resolution . . . where appropriate, he will refer the person to other University members . . . . He . . . shall have direct and prompt
access to all University offices and relevant records. He will be alert to the chief causes for student concerns, and make recommendations for the elimination of these causes consistent with fundamental purpose of the University. He shall keep written confidential records . . ."

While selected by a committee of faculty and students, the Ombudsman at Western Michigan University is a "presidential appointee" directly responsible to and an agent of the President. He is formally authorized to serve all members of the University community. Over the years, however, more than eighty percent of his clients have been students (cf. Table IV, Appendix A, page 216).

According to his formal mandate, the Ombudsman's "role is to investigate and mediate grievances." The mandate specifies that he will "assure simple and rapid procedures" and "assist the individual in accomplishing a quick and fair resolution." He is also required to "be alert to the chief causes for student concerns" and to "make recommendations" for their elimination. Above all, however, he is to do all this in a way "consistent with the fundamental purpose of the University." In other words, the Ombudsman's role as formally mandated at Western Michigan University is cast in a language compatible with the grievance machinery role model spoken of earlier. It is fashioned within the tradition of the mediatory/negotiatory orientation to ombudsmanship. Its stated organizational purpose is to function as a safety-valve institution for the management of conflict.
Realizing that the Ombudsman at Western Michigan University has been institutionalized for the purpose of conflict management rather than for the creation of significant organizational change, it is now possible to identify some lines of analysis suggested by the dramaturgical perspective developed and stated earlier. Again, the intent of this study is to illustrate the utility of a dramaturgical model of performance for the analysis of institutionalized activities for conflict management. The focus of my concern with the Ombudsman, therefore, is on the activities he employed to manage conflict for the organization. In viewing his activities as a performance, they were partitioned into the four categories outlined previously: appearance, negotiation of order, dramatic realization, and termination. Based upon previous discussion of the nature of these categories, what I will be looking for in my analysis can be stated explicitly.

First, the analysis will require identification of any activities the Ombudsman undertook which conveyed impressions about himself. It should be found that the Ombudsman routinely engaged in activities which announced his identity, showed his value, expressed his mood, and proposed his attitude in relationships with clients. The first direction of analysis will be to identify such appearance activities and the impressions they conveyed.
A second direction for analysis will be to look for evidence that clients validated the Ombudsman's self by enacting coincident reviews of his programs of appearance. According to the model of performance, clients should have taken impressions conveyed by the Ombudsman about himself to be who he was qua Ombudsman. Since this study will focus primarily on the activities of the Ombudsman, as opposed to his clients, evidence of coincident reviews may be limited. Nevertheless, the perspective and theory being applied will demand a search for whatever evidence may be available.

Third, the analysis will require identification of activities engaged in by the Ombudsman which involved him in the negotiation of order. It should be found that he employed activities which resulted in the manipulation of agendas and formats of conversations with clients. Furthermore, it should be possible to illustrate that through his manipulations the Ombudsman influenced beliefs and feelings about situations as they emerged in conversations. The third direction of analysis will be to isolate activities which resulted in manipulations of agendas and formats, and to illustrate how they influenced definitions of situations.

According to the model of performance, it should also be found that the Ombudsman's capacities for manipulating conversations and influencing definitions of situations were effected by his prior appearance activities. In other words, his capacities in this
regard should have been dependent on his situated self as established in appearance activities. A fourth direction for analysis will require illustration of the activities in the program of appearance which effected the Ombudsman's capacities for manipulating conversations and influencing definitions of situations in the negotiation of order phase of performance.

The next analytical direction will be to identify activities of dramatic realization. The model of performance leads to the anticipation that a performer will, at some point in his performance, undertake task oriented activities. In the case of the Ombudsman, this means that some of the activities in his performances should have been aimed at displaying his abilities for resolving the grievances of individual clients. The fifth direction of analysis will be to identify these activities.

In the same regard, the model of performance indicates that activities of dramatic realization should be related in definite ways to the prior phases of performance. It should be the case that the dramatic realization activities of the Ombudsman were circumscribed by his program of appearance and specified through the negotiation of order. The sixth direction of analysis will be to illustrate these hypothetical relationships between activities of appearance, negotiation of order, and dramatic realization.

Another requirement of analysis will be to elicit the condi-
tions of termination for performances. Theory indicates that performances may be terminated under at least two categories of conditions. Some performances may be terminated under conditions of consummation, while others may be terminated under conditions of failure. A seventh direction for analysis will be to determine the conditions under which Ombudsman performances were terminated.

Finally, termination should be influenced by the prior phases of a performance in observable ways. The model of performance would have it that the negotiation of order and dramatic realization phases will constitute major criteria upon which conditions of termination will be formed. The final requirement of the analysis of the Ombudsman's performances will be to illustrate the effects that negotiation of order and dramatic realization had upon termination.

Methods of Inquiry

This is an intensive study of one actor's performances in an institutionalized context for conflict management. The study focuses on the performances undertaken by the Ombudsman at Western Michigan University in interacting with his clients to resolve their grievances. Having framed the directions of the study in terms of what the model of performance requires, it is important to reiterate once again that the primary purpose is not to enlighten the full range of behavior of the Ombudsman in the University. It
is to establish the utility of the model of performance for analyzing activity in natural settings where roles are played and made for the management of conflict.

The study began in the fall of 1973 when this investigator was participating in a graduate seminar in sociology at Western Michigan University. The seminar was entitled *Data Collection Techniques* and was conducted by Dr. Milton J. Brawer, Professor of Sociology and University Ombudsman at Western Michigan University. On numerous occasions during the first month of the seminar, Dr. Brawer used his experiences as Ombudsman to exemplify and illustrate problems and techniques of data collection in sociology. His examples and illustrations suggested that his activities as Ombudsman were excellent instances of performances in a natural institutional setting. They also suggested that his Ombudsman activities were ripe for investigation. Then early in October, 1973, Dr. Brawer mentioned during a seminar meeting that the files in his office were filled with available data which could be used for some sort of investigation of Ombudsman activities. In subsequently speaking with him about the nature of the information contained in his files, it was determined that the files did not contain the kind of in-depth information on cases which would be required for an application of the dramaturgical model of performances. However, the show of interest in the Ombudsman's
office was sufficient to secure an invitation to observe an actual case of the Ombudsman in action.

This invitation set into motion a research relationship between the Ombudsman and this investigator. By mid-October, 1973, a role as a part-time participant observer in the Ombudsman's office had been established (cf. Field Notes Relating to Establishing the Role of Observer: Appendix B, page 219). The rights and responsibilities of the Ombudsman and the investigator in this research relationship were explicitly stated (cf. Letter of Agreement among Participants in a Study of the Office of the University Ombudsman at Western Michigan University: Appendix B, page

The investigator's relationship with the Ombudsman and his staff was maintained until June, 1974, when collection of information and data for this study was completed.

Selection of cases

Illustration of the utility of the dramaturgical model of performance will be based upon information obtained about fifteen selected cases of interaction between the Ombudsman and clients. It must be made clear that the fifteen cases included in the study cannot be considered a sample representing any universe of cases. The cases were drawn merely on the basis of availability. That is, they are a collection of cases which were made available by the Ombudsman to the researcher in accordance with the Letter of
Agreement (Appendix B, page 219), and for which the researcher was available to directly observe all face-to-face conversations between the Ombudsman and the clients involved.

Collection of background information

Two separate strategies were employed for the collection of background information pertinent to the study. The Ombudsman's official files were inspected, and two background interviews with the Ombudsman were conducted.

The Letter of Agreement (Appendix B) between the Ombudsman and the investigator provided for access to all official files relating to the objectives of this study. The Ombudsman's files were inspected to collect information pertaining to the background of cases selected. Information regarding the background of cases included in the study is presented in Table 2.2, page 73. Material relating to the parameters of the Ombudsman's role in the University as a whole was also collected in this manner, and this material is presented in Appendix A, page 215.

The researcher was given a "free hand" in inspecting the files, and the inspection relied on the Ombudsman and his staff only to the extent that their guidance through the filing system was graciously received.

The Ombudsman's system for keeping files on specific
### TABLE 2.2

Background Information on Fifteen Cases Selected for Intensive Study*

<table>
<thead>
<tr>
<th>Case #</th>
<th>Client's Age</th>
<th>Client's Sex</th>
<th>Client's Status</th>
<th>Type of Problem</th>
<th>Type of Resolution</th>
<th>Resolution Strategy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1**</td>
<td>22</td>
<td>F</td>
<td>Student</td>
<td>Non-Academic</td>
<td>Partially Solved</td>
<td>Referral</td>
</tr>
<tr>
<td>2</td>
<td>24</td>
<td>M</td>
<td>Student</td>
<td>Academic</td>
<td>Not Solved</td>
<td>Direct Action</td>
</tr>
<tr>
<td>3</td>
<td>31</td>
<td>F</td>
<td>Student</td>
<td>Non-Academic</td>
<td>Solved</td>
<td>Referral</td>
</tr>
<tr>
<td>4</td>
<td>20</td>
<td>F</td>
<td>Student</td>
<td>Non-Academic</td>
<td>Partially Solved</td>
<td>Advised</td>
</tr>
<tr>
<td>5</td>
<td>20</td>
<td>F</td>
<td>Student</td>
<td>Academic</td>
<td>Solved</td>
<td>Referral</td>
</tr>
<tr>
<td>6</td>
<td>18</td>
<td>M</td>
<td>Student</td>
<td>Academic</td>
<td>Solved</td>
<td>Referral</td>
</tr>
<tr>
<td>7</td>
<td>50</td>
<td>F</td>
<td>Student</td>
<td>Academic</td>
<td>Solved</td>
<td>Referral</td>
</tr>
<tr>
<td>8</td>
<td>22</td>
<td>M</td>
<td>Student</td>
<td>Academic</td>
<td>Solved</td>
<td>Client's Action</td>
</tr>
<tr>
<td>9**</td>
<td>21</td>
<td>F</td>
<td>Student</td>
<td>Academic</td>
<td>Partially Solved</td>
<td>Direct Action</td>
</tr>
<tr>
<td>10**</td>
<td>--</td>
<td>F</td>
<td>Faculty</td>
<td>Faculty</td>
<td>Not Solved</td>
<td>Direct Action</td>
</tr>
<tr>
<td>11</td>
<td>--</td>
<td>F</td>
<td>Student</td>
<td>Academic</td>
<td>Solved</td>
<td>Direct Action</td>
</tr>
<tr>
<td>12</td>
<td>21</td>
<td>F</td>
<td>Student</td>
<td>Academic</td>
<td>Solved</td>
<td>Direct Action</td>
</tr>
<tr>
<td>13</td>
<td>21</td>
<td>M</td>
<td>Student</td>
<td>Academic</td>
<td>Solved</td>
<td>Referral</td>
</tr>
<tr>
<td>14</td>
<td>53</td>
<td>M</td>
<td>Student</td>
<td>Academic</td>
<td>Solved</td>
<td>Direct Action</td>
</tr>
<tr>
<td>15</td>
<td>22</td>
<td>M</td>
<td>Student</td>
<td>Academic</td>
<td>Solved</td>
<td>Client's Action</td>
</tr>
</tbody>
</table>

*This information was generated from the Ombudsman's coding and record keeping system as described. Columns 2-4 relating to characteristics of the clients were reported by the clients themselves on the "Case Sheets," and columns 5-7 were reported and coded by the Ombudsman on the "Case Sheets" when he reviewed the cases after their completion.

**These cases involved more than one client. The information here was recorded from the client who filled out the "Case Sheet."
cases, including those selected for this study, was quite simple. Over the years, each client of the office has been required to fill out a "Case Sheet" (Appendix C, page 227). The Case Sheet was normally completed by a client before seeing the Ombudsman (although occasionally the Ombudsman filled out a Case Sheet for the client when receiving a complaint by phone or mail). It required the client to give his name, status in the University, student curriculum, major and year (if client was a student), names of other University persons contacted about the problem, and a brief written statement of the problem. When a case was completed the client was mailed a "Client Evaluation Card" (Appendix C); and the type of problem, the source of the problem, the resolution, the Ombudsman's evaluation of the case, and the client's evaluation of the case (upon its return) were coded at the bottom of the Case Sheet by the Ombudsman according to a standard codebook.

Background information on the clients and problems reported to the Ombudsman in the fifteen selected cases is included in Table 2.2, page 73. Of the fifteen clients, nine were in their early twenties, one was eighteen, three were over thirty, and two did not report their ages. Nine clients were female and six were male; fourteen were students and one was a faculty member. The Ombudsman classified eleven of the complaints received as
academic problems, three as non-academic problems, and one as a faculty problem. At the closing of the cases, he classified ten as solved, three as partially solved, and two as unresolved. The major resolution strategies in the Ombudsman's judgment were referrals in six cases, direct Ombudsman action in six cases, advising in one case, and the client's own resolution in two cases.

Other information relating to the background of the study was obtained from interviews conducted with the Ombudsman. Two background interview were conducted, one on November 6, 1973 and the other on February 10, 1974 (Appendix D, page 229). Both interviews were informal, open-ended instruments which went in depth into the Ombudsman's own views of case handling. Each interview, however, had a different focus.

The Ombudsman Background Interview #1 (OBI-1) was conducted shortly after the researcher had been introduced to the Ombudsman's record keeping system spoken of above. Being aware that the Ombudsman regularly reviewed and passed judgment on his own involvements in cases by making the coding decisions required at the bottom of each Case Sheet, OBI-1 focused on what judgmental criteria the Ombudsman used in classifying and evaluating the resolutions to cases. The interview was conducted to explore the Ombudsman's conceptions of what constituted various kinds of
resolutions to problems, and it produced much valuable information in that regard.

The Ombudsman Background Interview #2 (OBI-2) was conducted during February of 1974. At the time when this interview was conducted, the researcher had been observing the day-to-day routines in the Ombudsman's Office for nearly three months. During that period of time, numerous informal conversations between the Ombudsman, the researcher and other staff had taken place. It became apparent during this period of observation, and through the many informal conversations, that the Ombudsman's own general perspective on key social processes in case handling was quite compatible with the researcher's general performance perspective. For example, it was noted over the months of observation that daily care was taken to maintain appearances around the office. Both personal appearance of staff members and appearance of the setting were maintained with obvious pride. Moreover, the Ombudsman himself indicated during several conversations that he was fully aware of the importance of appearance. Numerous other spontaneous and informal conversations focused on issues and problems involved in developing clear definitions of specific problems reported by clients, and still others focused on problems involved in deciding among alternatives for resolving particular complaints. In short, the months of observation and informal conversation
clearly indicated that the Ombudsman was aware of, and struggled daily through, the various social processes to which the model of performance relates. Therefore, OBI-2 was conducted in order to get an organized report on the Ombudsman's general perspective toward the performance process. The interview was designed to solicit his comments relating to the theoretical phases of performance outlined in Chapter I (appearance, negotiation of order, dramatic realization and termination). Information collected from OBI-2 provided considerable insight into the Ombudsman's views of his own performances, and proved highly valuable in interpreting information collected about the fifteen selected cases.

Collection of interactional information

Information relating to interaction between the Ombudsman and his clients in the fifteen selected cases was collected at the Office of the University Ombudsman at Western Michigan University between the middle of February and the first of June, 1974. Three sources were used to obtain information about the transactions between the Ombudsman and his clients: tape recordings of conversations were made, non-verbal gestures in the interactions were observed and recorded by the researcher, and the Ombudsman's personal notes about his involvements with clients were obtained.

In each case, upon introducing himself to the clients, the

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.
Ombudsman also introduced the researcher and solicited the client's permission to have the conversation tape recorded for the purposes of a study of the Office. All clients were guaranteed confidentiality, and all clients gave their permission without hesitation. Thus, all conversations between clients and the Ombudsman for the fifteen cases were recorded on audio tape. These tape recordings form the major body of information for the analysis of performances. A brief summary of what transpired in each of the conversations recorded is given in Appendix E, page 238.

Secondly, being present during conversations the researcher was able to observe non-verbal gestures between the Ombudsman and clients in face-to-face interaction. A form called "Ombudsman Appearance Program: Checklist for Selected Cases Observed" (Appendix D, page 233) was used by the researcher to record non-verbal gestures. The form provided a means for quickly noting the mode of dress the Ombudsman appeared in at the time of the conversation, the way in which the client was greeted by the Ombudsman, and any other non-verbal gestures given or given off by the Ombudsman which seemed to have some noticeable affect in the interaction. For the most part, information recorded in this way was expected to be relevant for analysis of the Ombudsman's personal appearance program.

The third body of information relating directly to the
interaction between the Ombudsman and his clients was generated by the Ombudsman himself. In addition to the functions of the Case Sheet in the filing system which have already been discussed, the Ombudsman used that form to record his personal notes regarding his involvement in each specific case. His notes were detailed, entries were dated, and the notations were made during the handling of each respective case.

**Ombudsman case interviews**

Another body of information pertaining to the fifteen cases selected for study was generated by the use of the "Ombudsman Case Interview (OCaI). After completion of each case, the researcher conducted a tape recorded interview with the Ombudsman. These interviews were case specific. The open-ended schedule (Appendix D) was designed to elicit the Ombudsman's retrospective views of his own performance related activities during the course of each specific case.

**Ombudsman client interviews**

A final body of information was collected by conducting follow-up interviews with the clients involved in the fifteen selected cases. These interviews were conducted by the researcher over the telephone after cases were closed. However, given that a number of cases were closed near the end of the regular academic
school year, eight of the clients were not reached after five separate attempts by the researcher to contact them. Interviews were obtained from six clients. The "Ombudsman Client Interview" (OCII) was an open-ended schedule (Appendix D, page 234) designed to stimulate retrospective client views of the Ombudsman's performance related activities during the course of their contact with him. Given that the information gained from these interviews was incomplete, it was considered to be of little use for analysis.

Methods of Analysis

The model of performance was directly applied to organize and analyze information relating to the fifteen cases. Content analysis of information provided the major method of analysis. That is, all the major bodies of information pertaining to the Ombudsman's activities were analyzed for content relating to the form, substance, and consequences of each phase of performances; appearance, negotiation of order, dramatic realization and termination. Comparisons were drawn between performances given in the fifteen cases.

It was anticipated that certain bodies of information would be more useful than others in uncovering relevant facts relating to respective phases of performance. For example, detailed information relating to appearance in Ombudsman performances was explicitly gathered in OBI-2, the Program of Appearance Forms, Client Evaluations and OCAl. Some content gathered from these
information sources will be directly reported in later discussion. In addition, however, a wealth of information relating to appearance was contained in the tape recordings. The following kinds of appearance related content from the tape recorded conversations between the Ombudsman and clients were searched out:

1) Verbalizations made by the Ombudsman which indicated or laid claim to his instrumental values for the client. Only verbalizations which clearly and explicitly indicated utilities of the Ombudsman for the client were accepted.

2) Verbalizations made by the Ombudsman which expressed his mood or "feelings" toward the client. Only verbalizations which clearly and explicitly expressed a mood or feeling state of the Ombudsman were accepted.

3) Verbalizations made by the Ombudsman which proposed his attitude or line of action toward a client. Only verbalizations which clearly and explicitly indicated what he was doing at a given time or what he would do were accepted.

4) Verbalizations made by clients which indicated their acceptance or validation of appearance impressions made by the Ombudsman. Only verbalizations which clearly and explicitly indicated acceptance or validation of the Ombudsman's appearance program were accepted.

The four kinds of appearance related content were abstracted from the tape recorded material under separate inspections. One inspection was conducted to search out each of the four kinds of verbalizations.

Regarding the process of negotiating order, information gathered from OBI-2 and OCai will be used to represent the Ombudsman's views toward the process. Again, however, the tape recorded
conversations represent the major body of information for analysis of negotiation of order. The tape recordings were inspected for the following kinds of content relating to negotiation of order:

1) Topical introductions: Each time a new topic was introduced into discussion, the topic and the party introducing it (Ombudsman or client) was recorded. When a topic had been introduced, was abandoned, and was then re-introduced later in the discussion, the re-introduction was counted as a new introduction.

2) Offers to define problems: Offers to give definitions to client problems were recorded. The offers of both the client and the Ombudsman were included. However, Ombudsman offers will be termed "counter-offers" in later analysis because all offers made by the Ombudsman in conversations were made in response to (or to counter) prior offers of the client. In most instances, it was quite clear when a party had made an offer since the party would typically verbalize a brief summary of his offer to define. In some instances, however, offers seemed to be implicit in a more extended series of verbalizations of a given party which was never summarized in the discourse as an offer to define the problem. In such instances, an offer was attributed to the party when: (a) his series of verbalizations could be clearly summarized by the researcher as a clear definition of the problem, and (b) the other party responded to the series of verbalizations as if a clear offer had been made.

3) Responses to offers: When a given party made an offer to define the problem, the immediate response of the other party was recorded. When the other's response was one of accepting the offer or when a plan of action for resolving the problem as defined by the offer was developed in the conversation, the offer was considered a negotiated definition of the situation.

4) Shifts in format: Shifts in the format—the ways in which topics were discussed between parties—of discussion were recorded and the party who initiated the shift was noted.
Separate inspections of the tape recordings were conducted for content relating to topical introductions (one inspection), offers and responses (one inspection), and shifts in format (one inspection).

Information pertaining to dramatic realization was gathered from OBI-2, OCai, and the Ombudsman's personal notes which were made available with the Case Sheets. Although information was drawn from each of these bodies of information, the Ombudsman's personal notes were used most extensively. These notes consisted of detailed, dated records of major events and transactions that transpired in the handling of cases, thus making it possible to trace the major activities undertaken by the Ombudsman to demonstrate his claimed capacities to accomplish tasks related to resolving client problems. The dramatic realization phases of Ombudsman performances were reconstructed directly from the Ombudsman's own record of his participation in the fifteen selected cases.

Finally, information relating to termination of performances was gathered from OBI-1, OBI-2, OCai, the Client Evaluations and the Ombudsman's personal notes on cases. The two background interviews (OBI-1 and OBI-2) elicited information pertaining to the Ombudsman's abstract views of what constituted a resolution to a grievance. However, it was, once again, the Ombudsman's personal notes which were most salient for analysis of various conditions of termination. Just as the Ombudsman was in the practice of recording
the major events and transactions of a case in his personal notes, he too was in the practice of recording the conditions under which cases were terminated. Thus, just as the personal notes made it possible to trace the activities of dramatic realization, they made it possible to reconstruct the conditions under which cases were closed. Moreover, the conditions of termination recorded in the personal notes were reviewed by the Ombudsman in the OCaI's with the researcher. The conditions of termination, like dramatic realizations, were determined directly from the Ombudsman's personal notes regarding his participation in cases.

All in all, content analyses of seven bodies of information were conducted in applying the dramaturgical model of performance. The Ombudsman's own general views of the various phases of performance were gleaned from OBI-1 and OBI-2. The tape recorded conversations between the Ombudsman and clients were analyzed extensively for content relating to appearance and the negotiation of order. Information gained from the Program of Appearance Form was analyzed for its relevance to the appearance phase. The Ombudsman's personal notes were analyzed in detail to trace the dramatic realization activities of the Ombudsman and the conditions under which cases were terminated. Information contained in Client Evaluations was analyzed for facts relating to the appearance phase and the termination phase, and finally, the OCaI's were analyzed.
for the Ombudsman's case specific views of various events and processes involved in the four theoretical phases of his performances.

Summary

Given the stated objectives of developing and applying a dramaturgical model of performance to interactional settings where conflict is managed, the circumstances permitting this researcher direct access to the transactions between the Ombudsman at Western Michigan University and fifteen of his clients was indeed fortunate. As an institutional grievance man, the Ombudsman's Office provides an excellent concrete interactional situation for my stated research objectives.

The general nature of the dramaturgical model suggests the heuristic value of viewing the Office of the Ombudsman as a stage upon which the central performer is the Ombudsman. For the purpose of this investigation, the Ombudsman will be seen as a person making attempts to develop action in concert with others through the manipulation of settings, signs, and symbols available to him. His attempts to act in concert are assumed to be oriented toward the resolution of a grievance brought by a client to the Ombudsman. The Ombudsman, in other words, will be seen as one who plays the lead in a sort of improvisational theater. When the curtain rises on the occurrence
of any given grievance episode, the Ombudsman will be assumed to be equipped with a general organizational script which can be adjusted to construct lines of action aimed at dealing with the grievance through organizationally approved channels. The situation will be assumed to be played out until the Ombudsman and the client feel it is time for the action to be terminated, at which time the curtain will be lowered.

Of course, the theatrical metaphor which provides this view of the Ombudsman has been considerably refined for the purposes of this research. The description of the information collection techniques and methods of analysis indicate that the application of the refined model requires a systematic strategy which goes far beyond casual impressions.
CHAPTER III

A DRAMATURGICAL ANALYSIS OF OMBUDSMAN PERFORMANCES

Performance, it will be recalled, includes activities of an actor which influence others in a social encounter. The significance of performance relates to the presentation of self, anticipations actors made about each other, definitions of situations, and the courses of interaction which will unfold in face-to-face episodes.

Before beginning an analysis of the Ombudsman's performance, it must be pointed out that because of data limitations; namely, that the most complete information developed was about the Ombudsman and his activities as opposed to those of his clients; concern here will be much more in terms of how the Ombudsman controlled the situation for the purposes of conflict management in the University. What is made less observable by this focus is the possibility that clients may also have given systematic performances directed toward the Ombudsman for the purpose of controlling the situation in their own personal interests. However, in the case of the Ombudsman's relationships with clients, there was a clear power disparity since the Ombudsman had official prerogatives whereas the aggrieved parties had come to him when other avenues of redress
had not been satisfactory. Accordingly, clients were considerably more dependent upon the performance of the Ombudsman than the Ombudsman was upon that of the client.

The subsequent analysis is organized around the major factors delineated in the first chapter which deal with performance (i.e., appearance, negotiation of order, dramatic realization, and termination), and is guided by the directions for analysis of Ombudsman performance outlined in the second chapter.

Appearance

Appearance involves the conveying of impressions about one's self. It includes the establishment of identity, value, mood and attitude. These dimensions of self as constructed through appearance can be conveyed by fixed activities that go into the manipulation of a setting and by activities aimed directly at a specific audience. In exploring the appearance efforts of the Ombudsman, it was found that impressions of himself were conveyed by both of these means.

Table 3.1 represents a category scheme that will be used here for ordering the Ombudsman's appearance behavior. The table shows that some activities engaged in by the Ombudsman were fixed activities available to general audiences, while other activities were more malleable and were directed at specific or situational audiences.
Some of the impressions the Ombudsman conveyed about himself were transmitted by relatively fixed activities in the sense that these activities were not acted out in the immediate presence of any audience of his office and once they had been acted out, they were not readily amenable to re-enactment. These activities were, for the most part, ones that went into the development of the office setting and the design of day-to-day routines for the office staff. The impressions conveyed through these fixed activities were ones that could be apprehended by general or anonymous audiences. That is, they were available to anyone who might have happened to "drop in" the office, whatever their reason. Moreover, the impressions conveyed by these activities were of an abstract nature. They were void of any context given by a specific grievance situation.

In contrast, some of the activities in the Ombudsman's program of appearance were more malleable and situational. They were more malleable in the sense that they were acted out in the immediate presence of specific audiences, and they were amenable to re-enactment in the presence of each new audience. These activities consisted primarily of the Ombudsman's demeanor in discourse with clients. The impressions conveyed by these activities were available only to the specific audiences toward which they were directed, and thus, they could be apprehended only within the context of a situation with a given audience.
TABLE 3.1
Categories of Activities in the Ombudsman's Appearance Program

<table>
<thead>
<tr>
<th>Type of Activity</th>
<th>Type of Audience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General**</td>
</tr>
<tr>
<td>Setting</td>
<td></td>
</tr>
<tr>
<td>Fixed or Standard*</td>
<td>Situational@@</td>
</tr>
<tr>
<td>Routines</td>
<td></td>
</tr>
<tr>
<td>Malleable@</td>
<td>Discursive Demeanor</td>
</tr>
</tbody>
</table>

*By fixed or standard activities I mean activities that either had been previously carried out which could not be readily re-enacted (e.g., selecting office furniture), or activities that were routinely performed which could not be readily changed (e.g., procedures for greeting clients at the reception desk); both of which had continuing consequences in the program of appearance.

@By malleable activities I mean activities that could be re-enacted with each encounter to fit the occasion (e.g., taking a seat), and which had consequences for the program of appearance on that occasion.

**By general audiences I mean any and all visitors to the office, no matter what their reason for visiting.

@@By situational audiences I mean a particular audience that was present for the expressed purpose of interacting with the Ombudsman about a complaint or grievance.
Setting and routines: the appearance program for general audiences

The importance of appearance in the Ombudsman's performances was first noticed in the observation that a considerable effort was routinely being expended by the office personnel in keeping the setting neat and comfortable, and in greeting the clients. By exploring the reasons for these efforts with the Ombudsman, it was quickly discovered that he had carefully planned the ecology of the office and worked with his staff to develop a set of routines that created a set of impressions about himself for visitors and clients.

The office was located on the top floor of the Student Center Building down a short hallway taking off from the main traffic artery on the floor. It was accompanied on the floor by the Student Center Ballroom, a dining room, two lounges, and a number of meeting rooms most often used for conferences and conventions sponsored or hosted by the University. The office was located in a relatively private, yet accessible area of the building.

The office itself was, in fact, unusually comfortable and cordial in comparison to other University offices normally frequented by students and faculty. One sensed this immediately upon entering the reception room where he/she was pleasantly greeted by a student acting as receptionist at a neatly kept desk. If a waiting period was necessary, the visitor was most likely asked to take a seat in one of
four comfortable arm chairs arranged along a wall to the side of the reception desk. There one filled out a Case Sheet, if necessary, while sipping a cup of coffee that was likely to be politely offered. If the waiting period extended beyond a minute or two, a person could browse through a magazine or some of the pamphlets arranged on a nearby end table, nibble on some candies usually available at the same table, examine some of the wall paintings in the room, or the numerous indoor plants arranged on the sill of a large window providing a view to the adjacent building where parts of the activity of its occupants could be discerned. If none of this filled a person's attention, he/she could usually enter a pleasant conversation with the receptionist or others in the room, or just sit and watch the activity of others in the room, all of which was clearly visible.

Inside the Ombudsman's "Private Office" were a number of different, but comfortable furniture arrangements for conversations. In one corner of the large room spotted with more paintings and indoor plants, was a large neatly kept executive desk with a matching chair. On the opposite side of the desk were two or three wood framed armchairs for visitors to the desk. In the adjacent corner was a small circular conference table surrounded by four or five additional armchairs matching those at the desk. Along the wall on the other side of the room was an arrangement consisting of a sofa with matching chair separated by a mahogany end table. There was
also a centrally located coffee table where a dish of candies was
usually kept full. Lighting in the room was soft, and all the furni-
ture was done in brown and blue color schemes. Of course, there
was a matching carpet.

Although the planning and participation of the Ombudsman in
creating his office space was fixed activity in the sense that it could
not be readily re-enacted and the results were visible to audiences
in general, it was in discussing these efforts that the first specific
insights were gained into the kinds of impressions the Ombudsman
desired to project through appearance. It was found that he had
designed the setting with an eye toward the impressions it would make
on his audiences:

"I would say from the time I first started planning
the office after my initial appointment, I had a lot
of awareness--this is the first impression people
get of the office and they respond to that (OBI-2)."

Generally, the Ombudsman had tried to integrate the ecology of the
office into his appearance program in a way that it would yield a
relatively consistent set of impressions about the actor who occupied
the setting.

As the development of the setting was probed further, it
became clear that planning had been guided by considerations
relating to each dimension of self: identity, value, mood, and
attitude. The location of the office in the Student Center Building
implied the separateness of the Ombudsman's post from other administrative positions, and yet the relative comfort of the furnishings implied his importance in the University community. In this way, the planning and location of the office was designed to create the impression that the Ombudsman's position or identity was not the same as those of other administrators in the University, but it was one of importance in the University. Moreover, as in many institutionalized offices, the identity of the Ombudsman was announced by strategically placed signs in the setting. On the doorway through which clients and visitors entered the office was posted a sign saying "The Office of the University Ombudsman." The personal names and position titles for each of the staff, including the Ombudsman, were also available at the entrance and on the name plates that accompanied each desk in the office. The Ombudsman was identified more specifically as the person who occupied the "Private Office" with the larger executive desk and more elaborate furnishings. In short, the setting had been planned to provide entering audiences with words to be used for addressing various people in the office, and it also provided clues about which person was to be assigned the word "Ombudsman." Various signs and physical dimensions of the setting led to the identification of that actor who was to play Ombudsman.

Beyond the explicit announcement of words of identity for the
Ombudsman and his staff, it was found that impressions associated with other dimensions of self had also been planned into the setting. The Ombudsman claimed that the setting had been planned to foster impressions of his worth or instrumental value:

"Rust (the Ombudsman) from Michigan State had told me about this. When he was first appointed and they were trying to fix up his office, he had to take a spot in some basement, and when the students came in and saw where he was initially set up on a temporary basis, they were very angry. They said they thought his was to be an important position, but if he was to be put in a flea trap, then the University was not giving any recognition to the Ombudsman and his office. He was very aware this is the person who comes in for assistance, who in a sense could be reassured by looking at the surroundings and seeing that they were sufficiently indicative of a position of importance in the University. . . . At first, people in the University did not know how to assess or evaluate this office. It didn't fit into any standard bureaucratic hierarchy. I found that there were a fair number of people (generally not students, but faculty and staff) who would drop by and comment on the physical appearance of the office in a way that it was an indication of status in the University. That became a very helpful thing in setting up the degree of influence of the office. . . . The appearance of the office, in a sense, pegged the status and importance of the post (OBI-2)."

In assembling the setting, the Ombudsman's activities were guided by considerations of value. It was intended that "the Ombudsman" be considered a position of importance, authority, and influence in the University. Moreover, such status characteristics were to be established and used by the Ombudsman for the benefit of clientele. They were to be used as resources for providing assistance or affecting resolutions. To the extent that they were reflected in the
office setting, they were intended to convey to visitors the assurance that the values of importance, authority and influence did reside in the Office and were accessible in the Ombudsman's giving of assistance. In the setting, the values of the Ombudsman were shown.

The third dimension of self presented in appearance programs is the expression of mood. Here again, the Ombudsman claimed he had participated in the creation of the office ecology with a clear vision of the mood he wished to convey:

"I wanted to give the impression of a place that was comfortable and warm, to lend facilities that support the kind of interaction that might take place. As I was thinking about it, I saw the possibility of three different types of work. I tried to create an area for more formal work behind the desk, one for conferences at the little table, and one for more informal and personal exchange over at the sofa. It turned out that for many people this is important, and the general climate of the office has a lot of positive functions (OBI-2)."

The art works and the plants that decorated the office along with the comfortable seating arrangements and the availability of refreshments were used to foster an impression of warmth and welcomeness among clients and visitors. To use the Ombudsman's words, "when a person comes to the office wanting assistance, feeling a little bit hesitant, concerned, anxious, or whatever it may be, he comes into a place where there is warmth (OBI-2)."

It should be made clear that while the general mood expressed was one of warmth, welcomeness, or support, this mood was conveyed
in at least two different senses within the planned office arrangement. In other words, just as there is an abstract difference between a warm, supportive, welcome business transaction and a warm, supportive, welcome friendship encounter, so there was an abstract difference in the senses of mood that were given off by the setting. The different senses of the expressed mood was most observable as one entered the Ombudsman's "Private Office." The different furniture arrangements found there conveyed the different senses of mood. The desk area and the conference area were both supplied with comfortable furnishings that were in no way abrasive, cold, or sterile in appearance, but they were areas where formal talk between the Ombudsman and clients was designed to occur. Thus, the warmth, welcomeness and support communicated in these areas was in the "official" or "businesslike" sense for the most part. On the other hand, the impression conveyed in the sofa arrangement was one of an environment where persons, as opposed to official Ombudsman and official client, would talk and perhaps touch together without separation by desk-like objects. The mood communicated in the appearance of this area was in the sense of informality, friendship, or even intimacy.

The final dimension of self presented in an appearance program is the proposal of an attitude. This is one that is more
active in nature than those dimensions discussed above. In other words, the dimensions of identity, value, and mood had to do with impressions about the "kind of actor" the Ombudsman presented as himself. In contrast, attitude proposals had to do with impressions the Ombudsman presented about his doings. They communicated his line of action relative to the actions of others. The proposal of an attitude, then, was somewhat more difficult to convey through the static artifacts of a setting or the fixed activities that went into its selection and assembly. Indeed, the attitude proposed in the Ombudsman's appearance program for general audiences was available more in the routines he had worked out with his staff than in the setting itself.

The Ombudsman indicated that he did have the proposal of an attitude in mind in establishing the office and its day-to-day routines. The question he considered was: "How can we respond to people that come in at a moment of crisis, in severe anger or frustration or difficulty or what have you, in a way that won't add to the burden (OBI-2)?" The attitude he wanted to propose through the office routines was one of responsiveness. The Ombudsman wanted to propose, generally, that he could be responsive to the problems, feelings, and concerns of his clients and visitors.

Some of the staff routines in which this general attitude was conveyed have already been mentioned. Namely, that almost every
person entering the office was, as a matter of course, politely offered a cup of coffee and that candies were regularly put out for visitors at various locations around the office each morning. These gestures, in fact, were just two of a number of such routines to help in greeting clients and visitors to the office.

For example, anyone placing a phone call to the office was greeted cheerfully by the response: "Good morning; University Ombudsman's Office; ______ speaking; may I help you." Indeed, the Ombudsman did not hesitate to instruct staff, when needed, to receive phone calls making explicit a personal and responsive impression to the caller.

Another point at which the Ombudsman tried to communicate a responsive attitude occurred in situations where a visitor had to wait in the reception room prior to seeing the Ombudsman. The Ombudsman periodically instructed his receiving staff to advise him immediately upon the arrival of a visitor, and to remind him of their waiting every five or ten minutes if he could not see them right away. In this way, a waiting client did not have to wait for twenty or thirty minutes without receiving acknowledgments from behind the closed doors of the Ombudsman's private office; a gesture intended to impress a waiting client that the Ombudsman was willing and wanting to see the person.
These gestures, and others such as the use of first names in conversations, were regularly and routinely mobilized aspects of greeting clients and visitors among the Ombudsman and his staff. These routine gestures, more than any other kind of fixed activity in the appearance program, proposed the general attitude the Ombudsman wished to convey. Through them, a client or visitor discovered the impression that the Ombudsman's office was a client-centered office in which the most important activities were aimed at being responsive to the needs and concerns of the client or visitor, whatever those may have been.

Up to this point, two categories of activities used by the Ombudsman to construct his self in interactions with clients have been described. Both types were fixed activities in the sense that they were products of planning the setting and procedure for the office, and were not amenable to spontaneous manipulation from moment to moment. They were activities in the appearance program which were standardized and directed at virtually every client or visitor. The first category of these fixed activities were activities spent in developing the setting. Through these activities the Ombudsman had presented clients and visitors with words to be used for his identity or placement, shows of his instrumental value, and expressions of his mood. Such impressions were reflected in the props and equipment he had collected and arranged for his office. The
impressions conveyed in the setting were elaborated by the second type of fixed activities; the routines used in the office for greeting clients and visitors. Through these activities, one discovered that response and service to the client was held in high esteem; the client came first. It was through the routines of the office that clients and visitors were likely to begin to anticipate an attitude of responsiveness from the Ombudsman.

**Discursive demeanor: the appearance program for situational audiences**

In addition to the fixed activities engaged in by the Ombudsman and his staff, it was found that the Ombudsman produced gestures and laid claim to impressions relating to dimensions of self during conversations with clients. Indeed, such gestures were produced by the Ombudsman throughout conversations indicating that appearance activities were not only the beginning phase of performances. They extended well beyond the giving of initial impressions about identity, value, mood, and attitude. Once the initial impressions were given through the fixed activities spoken of above, they had to be extended to and maintained throughout the actual handling of cases.

The set of Ombudsman activities that constituted this part of the program of appearance are called discursive demeanor. This notation is intended to kindle some significant ideas about the characteristics of these activities. Obviously, it is intended to denote
those features of appearance found in verbal conduct; bodily gestures, facial expressions, tones of voice, and verbally produced symbols laying claim to impressions about self. What is less obvious is that these activities were available for review only by those who were present at a given occasion for conversation. Activities of discursive demeanor were witnessed by situational audiences. Likewise, the impressions engendered by discursive demeanor were situational. Self-meanings established by these activities existed only in the interaction at hand; only in the specific situation. In contrast to the impressions conveyed by fixed activities which were relatively uniform and constant for all audiences, the ones engendered by discursive demeanor varied from case to case, client to client, and situation to situation.

There was one exception to variability of impressions given by discursive demeanor. That exception involved the dimension of identity. In every case observed, the appearance activities of discursive demeanor which announced an identity conveyed the impression that the proper placement or position of the Ombudsman was that of Ombudsman qua Ombudsman. This, of course, is no surprise. It is a uniformity that is expected given the very nature of the subject matter; performances of the Ombudsman. Nevertheless, it does mean that variation between performances occurred along only three dimensions of self as presented and established in appearance;
those of value, mood, and attitude.

By conducting a content analysis of the verbalizations produced by the Ombudsman in the fifteen cases, it was possible to construct a typology of the values, moods, and attitudes conveyed during actual conversations. The typology or repertoire of discursive demeanor impressions is presented in Table 3.2, page 104. Note that the specific types of impressions reported include only those which were conveyed or laid claim to by the Ombudsman through verbal gestures. Any additional impressions which may have been conveyed to clients through bodily movements, facial expressions, or other non-verbal gestures proved too difficult to substantiate given the limitations of information collected. The Program of Appearance Form (Appendix D, page ) provided some limited information about non-verbal gestures, as did the sections relating to appearance in the OCaI's (Appendix D). However, these information sources provided only the researcher's and the Ombudsman's opinions about what may have been conveyed by non-verbal gestures, and in the absence of substantial corroborating opinions from clients it was felt the information on non-verbal gestures was too tenuous for inclusion here. In contrast, the impressions conveyed by verbal gestures were directly available in the verbalizations themselves and the client's responses to them, which will be reported in the next section.
<table>
<thead>
<tr>
<th>Value</th>
<th>Mood</th>
<th>Attitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Ombudsman claimed to have special knowledge and information of University operations relating to client's problem (Freq. =11).</td>
<td>The Ombudsman expressed a sense of humor about client's problem and circumstances (Freq. =6).</td>
<td>The Ombudsman proposed to listen to client: present (Freq. =15).</td>
</tr>
<tr>
<td>The Ombudsman claimed to have dealt successfully with complaints and issues similar to those of the client (Freq. =7).</td>
<td>The Ombudsman expressed empathy or sympathy toward client (Freq. =10).</td>
<td>The Ombudsman proposed to explain University operations and procedures relating to client's problem: present (Freq. =13).</td>
</tr>
<tr>
<td>The Ombudsman claimed the authority to make recommendations to other University officials regarding the complaint (Freq. =5).</td>
<td>The Ombudsman expressed personal affective interest in client or client's problem (Freq. =3).</td>
<td>The Ombudsman proposed to advise the client about potential resolutions to problem: present (Freq. =10).</td>
</tr>
<tr>
<td>The Ombudsman claimed authority to negotiate, mediate, or otherwise represent client interests to other University officials (Freq. =4).</td>
<td>The Ombudsman expressed interest and curiosity in client's personal life (Freq. =4).</td>
<td>The Ombudsman proposed to make recommendations to other University officials: future (Freq. =5).</td>
</tr>
<tr>
<td>The Ombudsman claimed the authority to conduct investigations relating to the client's complaint (Freq. =10)</td>
<td>The Ombudsman expressed foresight and concern for problems client may potentially experience in the future (Freq. =7).</td>
<td>The Ombudsman proposed to investigate issues relating to client's problem: future (Freq. =9).</td>
</tr>
</tbody>
</table>

*Frequencies included in parenthesis report the number of cases in which the impression was conveyed.

**Note that attitudes proposed are designated as either present or future tense. Present tense attitudes were ones proposing what the Ombudsman was doing or what he would do at a future time.
Table 3.2 shows that a total of seventeen different types of impressions were verbally conveyed by the Ombudsman over the fifteen cases. There were five types of values, five types of moods, and seven types of attitudes conveyed.

There are two characteristics of these impressions which deserve notation before any detailed analysis of them is conducted. The first is that they are extensions of the more abstract impressions which were given off through fixed activities to general audiences. The abstract impressions of value, for example, were those of authority, importance, and influence in the University. The values conveyed through discursive demeanor were that the Ombudsman possessed special knowledge and information, had dealt successfully in the past with issues similar to those raised by a client, and had the authority to make recommendations, to conduct investigations and to mediate, negotiate or otherwise represent client interests. The value claims made in discursive demeanor in no way contradicted the abstract impressions of fixed activities. Indeed, they represented specific examples of qualities one would expect any actor of authority, importance, and influence to be able to claim. In this sense, values conveyed in discursive demeanor were extensions or specific applications of the more abstract values. Similar relationships were clear between the abstract mood (warmth or welcomeness), attitude (responsiveness), and the moods and attitudes conveyed by
discursive demeanor.

The second characteristic of these impressions is that each of the impressions found in the Ombudsman's repertoires was used with great flexibility to fit into the context of a particular grievance. In other words, claims to the value of possessing special knowledge and information (the first impression in the reported value, Table 3.2, page 104) were not abstract at all in their sense of relevance to a client's particular problem. Instead, such claims when they were verbalized, were woven into a convergence with the issues of the given case. That is, they were presented as if the special knowledge and information possessed by the Ombudsman would enlighten an issue or set of issues being discussed at the time. All the other value claims, mood expressions, and attitude proposals of discursive demeanor were similarly fit into a context when they were verbalized, and it is in this sense that these were situational impressions.

In addition to these characteristics of the impressions of discursive demeanor, there were a number of more detailed dynamic factors uncovered in this investigation which must be outlined. At this point, analysis must shift away from the content and characteristics of the appearance program to focus on the consequences of the impressions conveyed. In other words, consistent with the theoretical assumption that a given phase of a performance will effect the subsequent phases of the same performance, it is necessary to
outline the patterns of response to impressions conveyed in the appearance program.

It should be made clear that the consequences about to be outlined were contingent on the acceptance by clients of the impressions conveyed through appearance activities. In other words, when such impressions were produced by the Ombudsman, they must have elicited a minimal response on the part of the client before any consequences of greater magnitude could become operative in the interaction. The necessary minimal response was that the client would have to accept the impression produced as a valid impression of "who the Ombudsman is." If the basic validation of impressions was absent, then, theoretically at least, the self of the Ombudsman would be brought under suspicion and interaction would be disrupted. Information obtained in this study did produce some evidence that the minimal response of acceptance by clients was present in most cases. This evidence will be summarized in the next section dealing with client reviews. At this point, however, let me take the minimal response as given in order to explore the more significant consequences of various impressions conveyed in the program of appearance.

There were at least two distinctive consequences of verbalized value claims in the performances of the Ombudsman. In some contexts, claims to value functioned to establish the Ombudsman's "defining capacities" relative to the client. In others, they
functioned to legitimate certain attitudinal proposals. In Ombudsman performances, one function could be distinguished from the other by differences in the contexts where the claims were conveyed. When the value claims functioned to establish defining capacities, they were conveyed in contexts where the Ombudsman attempted to assert his authority and influence in relation to the client. When they functioned to legitimate attitudes, they were conveyed in contexts where the Ombudsman attempted to establish authority for future action relating to parties not necessarily present in the immediate episode.

A clear illustration of the defining function of value claims was given in Case #3. In this case, Bonnie had come to see the Ombudsman to complain about having trouble collecting on an insurance claim she had filed with the student health service. She had made the issues quite clear in the statement of the problem she had written on the Case Sheet:

"I filed a claim for a hospital admission during November, 1973. In January, I received a letter from the insurance company denying payment. My physician filled out forms verifying that I had not had this condition previously. I wrote to them protesting the denial. I have received no reply--phone calls are ignored (Client's Problem Statement, Case Sheet, Case #3: March, 1974)!

The Ombudsman began the encounter between himself and this client by asking the client to elaborate the details of the situation; type of
policy, history of events, possible reasons for denial of the claim. After doing this, the client asked the Ombudsman if the problem was within his jurisdiction. He replied, "Yah... about two or three years ago we had a number of cases involving student insurance... I can explain their bargaining position." (Case #3: March, 1974).

In this context, it is clear that the Ombudsman was invoking his value toward the client. The client had gone so far as to raise the question of his jurisdiction over the complaint. He responded to such doubts by citing involvement in similar prior cases, laying claim to experiences that could be used to understand or "define" the insurance company's position, as opposed to the client's. The instrumental value of the Ombudsman was explicit in his claim. His involvement in dealing with similar cases qualified him to enlighten an issue related to the client's problem, specifically, the insurance company's bargaining position. This is an example of the second type of value listed in Table 3.2, page 104. At the same time, however, by invoking the value, the Ombudsman was asserting authority in relationship to the client. The value functioned as the basis for his explanation of the company's bargaining position. This explanation, in turn, served as a definition of the company's viewpoint, at least for the purposes of the situation at hand. The particular explanation given by the Ombudsman in this case did not attempt to justify the company's lack of responsiveness to the client, but it did
outline a number of factors (such as a narrow profit margin on student health policies) which made their hesitation out to be "understandable." In this way, some values verbally claimed by the Ombudsman functioned to establish his authority relative to clients in situations.

The legitimating function of verbally produced value claims is analytically distinguishable from the defining function. It is well illustrated by an excerpt from Case #10. In this case, Linda and Larry came to see the Ombudsman to complain about a new tenure policy that had recently been adopted in the University. They foresaw that the new policy was going to cause a considerable delay in their final tenure reviews, and they contended that the new policy was in violation of the contractual agreements under which they were hired as faculty. After extensive discussion of the conditions affecting tenure in the University and in higher education generally, and some further discussion of the legal status of their contracts, the nature of the new policy, the position of key University administrators, and possible ways of circumventing the limitations of the new policy, Linda asked the Ombudsman what he would do to support their contention that the new policy was a breech of existing contracts, if they decided to push the issue. His reply:

"I will be available to act as negotiator or mediator, that kind of role between any groups involved. The thing I will not do is act as some sort of judge in faculty grievances and come out with a recommendation
that would override or substitute for other offices and procedures..."

In some contexts, then, the Ombudsman claimed his instrumental values included prerogatives to act in behalf of clients toward other University officials. Such value claims were typically very direct. In this particular context, the Ombudsman simply and directly laid claim to having the authority within the University community to act as a negotiator or mediator between clients and other groups and individuals. This is an example of the fifth type of value listed in Table 3.2, page 104. The function of such value claims was to establish legitimacy in advance for attitudes proposed in the future tense; those that might be or would be assumed by the Ombudsman at a future date.

Note at this point that both of the functions of verbally produced value claims involved relationships between values and attitudes conveyed in discourse. In the first illustration where the value of having dealt successfully with similar complaints and issues was invoked by the Ombudsman, the value claim functioned as a basis for the proposal and the undertaking of the second type of attitude listed in Table 3.2, the attitude to explain the insurance company's position. It was the value claim which established the Ombudsman's authority relative to the client in this context, but it was the attitude, the explanation itself, that functioned as the means by which authority
was exercised. For the most part, the first two types of values listed in Table 3.2 were the ones that functioned in various contexts to establish the defining capacities of the Ombudsman relative to clients. As such, these values were usually conveyed in conjunction with the second and third types of attitudes listed in Table 3.2. That is, the attitudes to explain and to advise usually functioned, as in the illustration from Case #3 above, as means for exercising authority relative to clients. Through the proposal and the undertaking of these attitudes, the Ombudsman explained issues and advised clients about their complaints, and, thus, influenced the definitions of their problems. Although additional factors involved in the Ombudsman's participation in negotiating definitions for client problems, the second phase of performance, will be discussed later in this chapter, it is here that a major consequence of the appearance phase on the phase of negotiating order is clear. The joint dynamics of some value claims and some attitude proposal in the Ombudsman's appearance program had the consequence of establishing the identity that the Ombudsman was a person with the special knowledge, the experience of dealing with complaints, and the ability to act in ways that would result in making sense of a reported problem.

In contrast to this, the illustration from Case #10 shows that some of the values and attitudes verbalized in discursive demeanor
had direct consequences for the third phase of performances, dramatic realization. In this particular illustration, the Ombudsman's value claim was that he "would be available" to take a type of attitude in the future if the clients decided to pursue their complaint of breach of contract. The type of attitude proposed in this context was the sixth type listed in Table 3.2, page 104; to negotiate, mediate or otherwise represent the client's interests. As shown above, the value claim to having the authority to undertake this type of attitude functioned to legitimate its undertaking in advance. The proposal of the attitude itself, on the other hand, functioned as a basis for the clients to anticipate what the Ombudsman would do if they pursued a resolution to their case. In this way, the joint dynamics of some values and some attitudes in the program of appearance had consequence for certain activities to be carried out in the dramatic realization phase. In other words, in the Ombudsman's statement in Case #10 that he "would be available to act as a negotiator or mediator" there was a commitment, a promise that he would demonstrate his competencies to contribute to a resolution by acting in that line, if the clients so decided. For the most part, the third, fourth, and fifth types of values were conveyed in conjunction with the fourth, fifth, sixth and seventh types of attitude propals listed in Table 3.2 to produce this consequence for dramatic realization.

There remains the matter of how mood expressions were
integrated into functions of discursive demeanor. Of course, like values and attitudes, mood expressions conveyed in discursive demeanor were characterized by situational specificity. In other words, by expressing a sense of humor, a sense of empathy or sympathy toward clients, a sense of personal affectivity for clients, interest and curiosity in their personal lives, or foresight and concern for potential future problems of clients (the five types of moods listed in Table 3.2, page 104), the Ombudsman was able to elaborate his specific emotional dispositions toward particular clients as extensions of the abstract impressions of warmth and welcomeness. The importance of these expressions during interaction with particular clients was best stated by the Ombudsman himself.

"Sometimes I want to emphasize the establishment of a human contact, total person to total person. . . . Then there are times when I have to go back and turn from total person to officer who will deal or contend with other parts of the University. . . . My gestures, tone of voice, indications of concern or involvement, willingness to present myself, that can vary according to any particular encounter. . . . I think this is of overall importance, this is a highly important aspect of the office in this sense: if anyone were to ask if the purpose of the office was to promote or generate good feelings among clients, I would say no--that is not the purpose of this office. But in bringing about the purposes of the office, solving grievances, mediating, providing justice, and so on, I think that as a mode of operation, as a way of functioning we have to be prepared to meet anyone who comes in as fully and openly and totally as we can. Yet we exercise, I would hope, some judiciousness here; we are not counselors, we are not doing a counseling function, our purpose is not counseling" (OBI-2).
Generally, then, mood expressions in performances specified the Ombudsman's emotional dispositions toward a given client and his problem. By incorporating mood expressions into appropriate contexts, the client could develop a sense of a performance conducted by a person-official; a personable, understanding, empathetic, involved actor who was first a person and then an official of the University. In contrast, a conspicuous lack of discursive mood expressions could leave a client with the sense of an official-person; an objective, rational, expedient actor who was first an official of the University and secondly a person. In some cases, the Ombudsman conveyed that he was acting largely as a University official, while in others he conveyed the sense of acting as a person who happened to have the position of a University official. Although the information obtained provided no way of measuring, with a great deal of accuracy, which of these two senses of mood predominated in particular cases, some assessments may be offered.

Analysis of the tape recorded conversations showed that the number of distinctive types of mood expressions (cf. Table 3.2, page 104) which were verbally conveyed varied from case to case. By assuming that in cases where the Ombudsman conveyed two or more of the five types of moods listed in his repertoire he was probably working at developing a sense of person-ness over official-ness (conversely it is assumed that one expression could have occurred
by chance), it is possible to classify performances in terms of the sense of mood conveyed. Among the fifteen cases, there were nine in which two or more of the types of moods listed in Table 3.2, page 104, were verbalized, and only one or none of the expressions were engendered in six cases. By the assumed criterion, it is suggested that the Ombudsman conducted his performance with a sense of person­ness toward his clients in nine cases, and with a sense of official-ness in six cases.

Client reviews

Earlier it was stated that this study produced some evidence that the clients in most cases received and accepted the types of impressions conveyed through the program of appearance. In thirteen of the fifteen cases observed, the clients clearly indicated that their images of the Ombudsman coincided with the impressions he conveyed through setting, routines, and discursive demeanor. Most of these indications from clients were obtained from two sources of case information. Some indications were made by the clients in direct contact with the Ombudsman, and were obtained from the tape recorded conversations. Others were obtained from the comments that various clients made on their "Client Evaluation Card" (Appendix C, page 228). A few indications were made to the Ombudsman in follow-up phone calls, and were obtained from the Ombudsman's personal notes.
recorded on the Case Sheets. All indications were either verbal or written by clients.

The comments and statements made by clients indicated that they saw the Ombudsman as an actor who "knew what was going on, exercised considerable authority in the University, was amiable, was capable, was concerned, understood the problems of students, was easy to talk to, would not give pat answers, knew what to do in difficult situations, and took quick and effective action." These and other indications from clients suggested that the Ombudsman was successful in establishing the impressions built into his appearance program. However, it is one thing to say that such general impressions were established, and another to say that they were established through the activities of setting, routines and discursive demeanor. Nailing down specifically what part of the clients' experiences of the Ombudsman gave them images that coincided with the impressions of the appearance program was not accomplished by this study.

Two different strategies were used in attempts to discover the sources of client images. First, asking probing questions to clients about the sources of their images was tried. These questions were asked during OCLI's (Appendix D, page 236), with some clients after their contact with the Ombudsman. Such questions seemed to tax their ability to recollect and articulate. The most specific answers, when one was given were that the Ombudsman's "manner
of talking to people" or his "personality" had given them the images. The answers, in other words, pointed to general characteristics of the Ombudsman and/or the situation which ran consistently through their experiences. They could not recollect or articulate specific occurrences in their experience which had generated the images.

The second strategy used in attempting to determine the sources of client images was to analyze the actual verbal or written reviews made by clients in the natural context of their contact with the Ombudsman. Over the fifteen cases, there were 62 clear indications given by clients that they had various images corresponding with the Ombudsman's appearance program. Three cases contained no clear indications. Otherwise, the number of indications ranged from 16 in Case #1 to one in Case #6. Twelve indications were written in the Client Evaluation Cards for eight cases. The remaining fifty were verbal indications made in the discourse between the Ombudsman and clients. The distribution of these indications is summarized in Table 3.3, page 119.

Negotiation of Order

Given that the Ombudsman's program of appearance was effective in establishing situated self, the next phase of the performance was expected to be the negotiation of order. It may be recalled
### TABLE 3.3

Client Indications of Images Coinciding with Appearance Impressions

<table>
<thead>
<tr>
<th>Case #</th>
<th>Verbal</th>
<th>Evaluations</th>
<th>Case Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>14</td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>2 a</td>
<td>6</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9 b</td>
<td>6</td>
<td>3 c</td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td>5</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>11</td>
<td>8</td>
<td>1</td>
<td>9</td>
</tr>
<tr>
<td>12 d</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>13</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>14 e</td>
<td>5</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>15</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>50</strong></td>
<td><strong>12</strong></td>
<td><strong>62</strong></td>
</tr>
</tbody>
</table>

*The verbal indications were generally concentrated toward the beginning and end of conversations, with relatively more expressions given toward the end of conversations.

- **a** One of these evaluations was elicited in a phone call between the Ombudsman and the client, and was obtained from the Ombudsman's personal notes.

- **b** This case included two conversations between the Ombudsman and the client separated by a half hour long phone call made by the Ombudsman to another University official.

- **c** Two of these evaluations were elicited in phone calls between the Ombudsman and client, and were obtained from the Ombudsman's personal notes.

- **d** This case included two conversations between the Ombudsman and the client separated by a week.

- **e** This case included two conversations between the Ombudsman and the client separated by ten days.
from the first chapter that this phase consists of activities undertaken by an actor participating with others in the construction of a definition of the situation. To put it another way, the Ombudsman and his clients were expected to face the task of having to develop coincident views of what issues and rules of conduct were applicable to complaints before any resolutions could be affected. Indeed, it was expected, from the Ombudsman's point of view at least, that a major purpose of discussion with a client would be to develop a definition of the client's problem, and so it was:

"In one sense, I think we have to define the problem every time a case appears. In many instances it is quite clear cut. In other instances, it may not be. They know they are in trouble. They know they are angry or they feel they have been treated unfairly. But what the specific problem is, what part is the University's or can the problem be defined in such a way as to assist--that is our expertise" (OBI-2).

Usually, the Ombudsman did not expect that a client would be able to articulate his problem in a way that a clear definition would be given. He expected to listen, to question, to probe whatever concerned the client until a definition developed. Moreover, the development of definitions was seen as the Ombudsman's expertise. Thus, it was his responsibility, not the client's.

What, then, constituted a definition of the situation from the perspective of the Ombudsman? As his own remarks above indicated, such definitions were seen as ones that defined the problem "in such a
way as to assist." In other words, definitions of situations implied lines of action for the resolution of problems, and as such, they were seen as "workable definitions." Workable definitions had to take into account the institutionalized contingencies for action; the normative rights, obligations and constraints placed upon the Ombudsman, the client, or any other institutionally positioned actor who may have come to be involved in a resolution. More specifically, a workable definition from the perspective of the Ombudsman was one "that defined the client's concern in a way that allowed the University to respond" (OBI-2). When the Ombudsman and a client came together to discuss a problem, they faced the task of hammering out a definition of the problem that would merge the problematics of the client's unique troublesome experience with the general action contingencies commonly shared in institutional forums. In short, the process of developing workable definitions was seen as negotiating social order for problems from the viewpoint of the Ombudsman.

**Negotiating order for client problems: offers and responses**

In discussing the functions and consequences of impressions conveyed by the appearance activities of discursive demeanor, it was illustrated how value claims and attitude proposals sometimes functioned conjointly to establish the Ombudsman as a definer of problems in relationships with his clients. That is, impressions (values and
attitudes) operated in appearance programs to establish him as the kind of person qualified to identify crucial issues, explicate relevant institutional guidelines, evaluate alternatives and potentials for resolution, and otherwise define the personal problems of clientele in institutional terms. The importance of this dynamic should not be overlooked at this point since any success in the generation of a workable definition for a client's problem depended on the client's cooperation with the Ombudsman's probing of reports received from the client. It seems quite unlikely that clients would have cooperated lest they accepted the definer of problems image of the Ombudsman in some measure. The appearance phase of the performance underwrote the possibilities of conversation between the Ombudsman and clients about grievances by casting the Ombudsman in the identity of a fully qualified authority in the defining as well as the handling of complaints.

It was expected in developing the model of performance that conversations between the Ombudsman and his clients would consist of offer and response processes. They did. In each of the fifteen conversations, one or more offers to give problems workable definitions were developed by one party and responded to by the other party. This process continued in each conversation until some coincident beliefs and feelings about the client's problem were established. It was also expected that there would be evidence of the Ombudsman
manipulating the offer and response process, and that through his manipulations he would, in part at least, exercise control over definitions of situations or workable definitions. There is evidence of this. However, before going on to discuss any actual methods of manipulating conversations, it will be helpful to develop some indications of the opportunities for manipulating that were open to the Ombudsman. In other words, one would assume that if the Ombudsman was to be successful at influencing definitions of client problems, he would be presented with numerous opportunities to make influential manipulations during the course of conversations. Tables 3.4 and 3.5, page 124, will be helpful in illustrating the relative abundance of opportunities for Ombudsman input which were presented in the general negotiatory process of offers and responses.

Table 3.4 shows that a total of 167 topics were introduced into the fifteen observed conversations between the Ombudsman and his clients. Of these, 108 were initiated into discussions by the Ombudsman, and 59 were introduced by the various clients. Looking at the introduction of topics on a case by case basis (down the columns), it can be seen that the Ombudsman introduced more topics than did his clients in eleven of the fifteen cases. Only in one case (Case #10) did the clients place more topics on the agenda than did the Ombudsman. These observations indicate that the building of agendas for
TABLE 3.4
Summary of Topical Introductions

<table>
<thead>
<tr>
<th>Case #</th>
<th>Topics Introduced</th>
<th>Introduced by Ombudsman</th>
<th>Introduced by Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18</td>
<td>10</td>
<td>8</td>
</tr>
<tr>
<td>2</td>
<td>13</td>
<td>11</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>7</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>12</td>
<td>8</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>12</td>
<td>9</td>
<td>3</td>
</tr>
<tr>
<td>9</td>
<td>17</td>
<td>10</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>24</td>
<td>10</td>
<td>14</td>
</tr>
<tr>
<td>11</td>
<td>9</td>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>7</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>13</td>
<td>4</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>14</td>
<td>16</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>15</td>
<td>10</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Totals</td>
<td>167</td>
<td>108</td>
<td>59</td>
</tr>
</tbody>
</table>

TABLE 3.5
Summary of Client Offers and Ombudsman Counter-Offers

<table>
<thead>
<tr>
<th>Case #</th>
<th>Client Offers</th>
<th>Ombudsman Counter-Offers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>13</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>15</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Totals</td>
<td>21</td>
<td>13</td>
</tr>
</tbody>
</table>
discussion presented the Ombudsman with considerable opportunity to influence the definition of problems. Overall, the Ombudsman introduced topics for discussion at nearly twice the rate of his clients, and, thus, the criteria or reasons for bringing various topics to the forefront were determined by the Ombudsman, not the client, in the majority of cases.

The information contained in Table 3.5, page 124, provides additional indications of Ombudsman opportunities to influence problem definitions. Over the fifteen discussions observed, a total of 21 offers to define problems were succinctly stated by clients. This means that the Ombudsman was usually in the position of responding to clients by accepting, rejecting or modifying offers. The Ombudsman was presented with the opportunity to respond to client offers at least once in every case observed, and two or more times in six of the fifteen cases.

Table 3.5 also shows that the Ombudsman made a total of thirteen counter-offers over the fifteen cases. This means that, on occasion, the Ombudsman gave up his position as respondent to client offers and provided clients with opportunities to respond to his counter-offers. However, to assume that the generation of counter-offers by the Ombudsman was accompanied by a corresponding decrease in his opportunities to influence workable definitions of problems
would be a mistake. On the contrary, the generation of counter-offers was a particularly subtle way in which the Ombudsman seized the opportunity to influence definitions. By producing a counter-offer, the Ombudsman could explicitly elaborate the modifications that would have to be made in previous client offers in order for them to serve as workable problem definitions. While counter-offers relinquished the respondent's position in conversations to clients, they also called upon clients to either accept the counter-offer or modify their own previous offers in ways that would correspond to the counter-offer. Of course, the Ombudsman's ability to assist in actually solving the client's problem was hanging in the balance. The generation of counter-offers by the Ombudsman will be treated in more detail below. For the moment, however, it is sufficient to say that the production of counter-offers by the Ombudsman represented one of a number of methods for influencing workable definitions.

Disclosure of opportunities for influencing the development of workable definitions does not reveal much about the actual methods of manipulation practiced by the Ombudsman in exercising his control of definition. More subtle dimensions of conversations with clients must be understood in order to develop a full picture of the negotiatory process and the Ombudsman's part in it.

The major method of manipulation that was practiced by the
Ombudsman and was related to his relative predominance in selecting topics for agendas is reflected in the observation that some topics introduced became more salient than others for the development of workable definitions. In other words, some topics in each case, as it turned out, became pivotal in the negotiation. They turned and focused attention on potentially critical issues or events implicated in the client's reported problem; thus, forming the foundation of a workable definition that would provide a line of ameliorative action.

For example, consider the agenda of topics discussed between the Ombudsman and Daryle, the client in Case #11. This was a case in which Daryle wanted to check into the possibility of receiving an incomplete in a course he was not passing at the time he came to see the Ombudsman. University policy generally prohibited giving incompletes to students because they were not passing a course. The agenda for Daryle's discussion with the Ombudsman is given in Table 3.6, pages 128 and 129.

In this discussion with Daryle, the Ombudsman introduced eight of the nine topics on the agenda. This fact alone indicates his relative influence over the defining process since it was he who decided what topics were important to discuss in the context of the client's general problem statement. But a brief analysis of the salience of various topics, with regard to the development of the
TABLE 3.6
Agenda for Case #11

<table>
<thead>
<tr>
<th>Topic</th>
<th>Party Introducing</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Possibilities of obtaining a grade of &quot;I&quot; in a course.</td>
<td>Client--Problem Statement on Case Sheet</td>
</tr>
<tr>
<td>2. Background information--course #, student's current grade, instructor, student's major and curriculum plans.</td>
<td>Ombudsman</td>
</tr>
<tr>
<td>3. Advice received by client from academic advisors and course instructor.</td>
<td>Ombudsman</td>
</tr>
</tbody>
</table>

Client offer based on discussion of above topics: The student's academic advisor and instructor gave conflicting advice when evidence first appeared that the student was having problems in the course. The advisor said to drop the course, and the instructor encouraged continuation. This led to indecisiveness on the client's part regarding whether or not to drop the course before the expiration of the normal drop period. The instructor, in particular, had been misleading since he encouraged the student to continue the course even in view of his poor scores on examinations. According to the client, his advice should, in retrospect, be considered inappropriate. In addition, when the client went to check into the procedures for dropping the class, he was discouraged from doing so by the administrative officer who was handling the procedures. This officer, according to client, "lectured at" him on the vices of dropping courses. Now it was too late to drop, and Daryle was failing the course.

Ombudsman's responses: Further probing of the situation -- see below.

<table>
<thead>
<tr>
<th>Topic</th>
<th>Party Introducing</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Student's overall academic record.</td>
<td>Ombudsman</td>
</tr>
<tr>
<td>5. Student's performance in other current courses.</td>
<td>Ombudsman</td>
</tr>
<tr>
<td>6. Where and how did student get informed that the Ombudsman might deal with the situation.</td>
<td>Ombudsman</td>
</tr>
</tbody>
</table>
### TABLE 3.6 Continued

<table>
<thead>
<tr>
<th>Topic</th>
<th>Party Introducing</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Importance of the course in question for student's educational goals and aspirations.</td>
<td>Ombudsman</td>
</tr>
<tr>
<td>8. Student's intentions and anticipations regarding making-up the course if given an &quot;I.&quot;</td>
<td>Ombudsman</td>
</tr>
</tbody>
</table>

Ombudsman Counter-offer based on discussion of above topics:
Because of inappropriate administrative handling of the student's attempt to investigate the procedures for dropping the course in question during the regular drop period, the student should be given a grade of "I" for the course. This should be given as restitution for administrative mistreatment; not as restitution for conflicting advice from the academic advisor and the instructor. Any responsible student must face the task of weighing such advice and making their own decisions. Since grading policies normally prohibit giving "I" grades to students who are failing a given course, the grade should be given as an exception to policy, and not as a precedent for future decisions. The Ombudsman should request the "I" grade as a "personal favor" from the instructor.

Client response: A restatement of the client's original offer to define the problem is made on the basis of information gained about the Ombudsman's views as reflected in the above-counter-offer. While the client "has nothing against the instructor," the action of the administrator was definitely "harrassing, upsetting and unfair."

| 9. Actions to be taken by client and Ombudsman in order to complete resolution. | Ombudsman         |
workable definition of the problem that was finally generated in conversation, shows that his influence was even more pervasive than it looks at first glance.

In this case, the introduction of the third topic, "advice received by client from academic advisors and the instructor," proved to be central in the construction of a workable definition. Presumably, the Ombudsman selected this topic because, having been informed that the student was failing the course in question, it represented an area where the student may have been treated unjustly in a way that could conceivably constitute grounds for resolution.

In giving his interpretations of advice received from various parties, Daryle developed an offer to define the problem. The offer emphasized that the advice received was conflicting, and that particularly the instructor's advice was misleading. He also mentioned, as a contributing point to the problem, that when he went to investigate the procedures for dropping, he had been strongly discouraged by the administrative officer. While Daryle brought up this point as a minor one supporting his contention for an incomplete, the Ombudsman, in his counter-offer developed later in the conversation, interpreted Daryle's supporting point as the "crucial issue" in this case. That is, Daryle was entitled to a grade of "I" because he had been discouraged from exercising his right to drop the course during the
appropriate period by administrative mistreatment. Indeed, Daryle's own subsequent remarks (the second offer by the client in Table 3.6, page 128) show the influence of the Ombudsman's interpretation. He overlooked the misleading advice from his instructor which he had emphasized earlier.

In the sense that discussion of the topic, "advice received by client . . ." (Table 3.6), produced information which enabled the Ombudsman to identify a pathway to the resolution of Daryle's problem, it was a highly salient and pivotal topic in the case. However, there is another sense in which the centrality of this topic should be understood. This additional sense of centrality can be seen by studying the relationships between topics four through eight and the pivotal third topic (Table 3.6). Topics four through eight, all introduced into the conversation by the Ombudsman, concerned the student's overall academic performance; the relevance of the course in question to Daryle's planned major and curriculum, the client's information about the Ombudsman's possible function in the matter, and his intentions and anticipations for making-up the course if granted the "I" grade. It is clear that the Ombudsman already had his counter-offer for definition in mind while introducing these topics, even though the counter-offer had not yet been stated. These topics provided indications of the tenability of stating the counter-offer to the client.
other words, if Daryle had indicated poor academic performance, or if the course in question had been central in his planned major and curriculum, or if he had been unreceptive to the idea of making-up the course; these indications from the client seemingly would have cast serious doubts on Daryle's right to restitution for administrative mistreatment because they could have undermined his image as an otherwise responsible and competent actor in the problematic situation.

It is clear that topics four through eight were placed on the agenda by the Ombudsman in response to information gained in discussion of the pivotal third topic. Just as the basis for the Ombudsman's counter-offer for definition was grounded in information produced by discussion of the third topic, that same information about administrative mistreatment, from the Ombudsman's viewpoint, created a need to assess the tenability of taking the implied solutory action (requesting the "I" as restitution for administrative mistreatment). The pivotal topic, then, not only produced information vital to the construction of a workable definition of the problem, but it also produced information which guided the introduction of subsequent topics into the case agenda.

In summary, the Ombudsman's probing early in the discussion into the advice received by Daryle from various parties enabled the identification of an issue that could be used as a basis for resolution.
The issue seized upon by the Ombudsman was presented as only a minor supporting point in the client's own initial definition of the problem. The Ombudsman responded to the mention of administrative inappropriateness by introducing five successive topics into the agenda which focused on the client's general academic competence, the importance of the course for his educational goals, and his intentions regarding completion of the course in question. Obtaining satisfactory responses to questions concerning these relatively discrete areas, the Ombudsman produced a counter-offer for definition which provided a line of solutary action that could be carried out cooperatively by the client, the Ombudsman, and the instructor. This counter-offer was subsequently agreed upon by the client, and concerted action toward the implied resolution was mobilized. Subtle dynamics such as these in the hammering out of agendas during negotiations allowed the Ombudsman to influence the development of workable definitions by determining, according to his views of the client's problem, the salience of various related topical areas. His capacity to do this far exceeded that of the given client in most cases.

Analysis of discussion formats that were developed in conversations showed that the Ombudsman's control over the generation of workable problem definitions extended even further. Three types of formats were found in various conversations. They may be termed the question/answer format, the explanatory format, and the
counter-offer format. These three types of formats may be distinguished according to two criteria. First, each denotes a distinctive mode of verbal communication between Ombudsman and client. Secondly, each format has a distinguishable set of features allowing the Ombudsman to influence the generation of workable problem definitions. The distinct characteristics of these formats may be elucidated by considering some selected excerpts from the tape recorded conversations between the Ombudsman and his clients.

The following section of the transcript from Case #5 provides a clear illustration of the characteristics of the question/answer format. In this case, Jack had come to see the Ombudsman about dropping a class. His efforts were being made in the middle of Winter Semester, 1974. The normal "drop period" in which students were allowed to freely drop or add classes to their current schedules had already expired. The problem statement on Jack's Case Sheet read, "I want to see the Ombudsman about dropping a class because of a heavy work load" (Case Sheet, Case #5). Below is an excerpt from the conversation that took place between Jack and the Ombudsman.

"1. Ombudsman: This is an art course, is that right, Jack?

2. Jack: Yes.

3. Ombudsman: What's the number, do you know?

4. Jack: Art 2301, Section C.
5. Ombudsman: And who is the instructor?
6. Jack: Mr. Dravitz.
7. Ombudsman: And what is that, 3 hours?
9. Ombudsman: Have you any idea how you are doing in the course?
10. Jack: Okay. It's not the grade that is bothering me. It's just the amount of work I have to do.
11. Ombudsman: Have you spoken to the professor at all?
13. Ombudsman: You don't know what you're majoring in?
14. Jack: I want to major in chemistry or physics. I plan to transfer into that next semester. Someone suggested I take an incomplete, but I don't want to do that.
15. Ombudsman: Well, that's what I was going to suggest. The simplest thing would be to go to the instructor and request an incomplete. Can you give any sort of personal problem that leaves you short of time; some reason why you're not able to complete the work at this time?
16. Jack: I really took more classes than I can handle. I just have too many classes.
17. Ombudsman: Well, why don't you do this? See, we're past the drop period and you have to go through a long formal process to get a drop. Sometimes it's very tough. If he gives you an incomplete, it will
just stay on your record, but won't affect your GPA. The simplest thing would be to go to the instructor and ask him if he would you you an incomplete. What kind of person is this instructor?

18. Jack: I think he is a graduate student.
19. Ombudsman: Why don't you approach him? You think you can do that?
20. Jack: (Sighs!)
21. Ombudsman: Would you like me to call him?
22. Jack: I could talk to him myself, I guess.

It is clear from Jack's discussion with the Ombudsman that the question/answer format had distinctive characteristics. Its form was one in which the Ombudsman asked questions and the client answered questions. In the excerpt above, each of the Ombudsman's verbal inputs into the conversation were stated in the form of questions, while the client's inputs consisted of descriptive and interpretive statements in answer to the questions.

There are two features of this mode of verbal dialogue which converge to enhance the Ombudsman's ability to influence the development of a workable problem definition. First, it should be clear that the Ombudsman's questions had a cumulative feature. In other words, questions raised later in the conversation took into account the client's responses to questions raised earlier. For example, it
is clear that questions raised by the Ombudsman in sections 15, 17, 19, and 21 of the case above took into account information disclosed by the client in sections 10, 12, and 14 of the excerpt. This cumulative feature of the question/answer format improved the Ombudsman's capacity to influence the defining process by building up a reserve of information reported by the client which could be used by the Ombudsman to direct subsequent questions, thus, perpetuating his control of the line of questioning and discussion.

The second feature of the question/answer format that contributed to the Ombudsman's control in the defining process is that the necessity of explanations from the Ombudsman was minimized. In other words, the question/answer format was fundamentally an interrogative format calling for explanations from the person being questioned, while explanations of the criteria for raising questions were only minimally required. This fact is also clear in Jack's case reported above. Note, for example, the explanations that Jack was called upon to supply in the conversation. The Ombudsman's question in section 9, "Have you any idea how you are doing in the course?" represents an attempt to elicit reasons why it was necessary for Jack to get out of the course in the first place. At least, this interpretation of the question is apparent in Jack's answer, section 10, where he states that "the grade is not bothering him" and adds that "the
amount of work he has to do" is the reason for wanting to get out of the course. The inter-communications presented in sections 15 and 16 of the excerpt represent another point at which the Ombudsman called for an explanation from Jack. Here, the Ombudsman was asking for reasons that Jack could give to his instructor for requesting an incomplete, and again Jack confirmed, "I just have too many classes."

Finally, sections 17, 18, 19, and 20 show further probing by the Ombudsman for explanations from Jack. Here, Jack was being asked to explain his reluctance as indicated in section 14 to take an incomplete in the course. The Ombudsman asked, "What kind of person is the instructor?" and "Why don't you approach him?" Jack was not able to present any special characteristics of the instructor, "He is a graduate student," that would inhibit the reception of an incomplete for the course, nor was he able to give any reasons for not approaching the instructor to request an incomplete. His explanations in this regard were not sufficient, from the Ombudsman's viewpoint, to pursue a drop from the course for Jack since no barriers to his receiving an incomplete from the instructor seemed apparent.

In contrast to the points in the conversation where Jack was called upon to supply explanations, note that the Ombudsman gave only one explanation regarding his approach to the problem. His explanation is evident in sections 15 and 17 of the excerpt. After
Jack had indicated his reluctance to take an incomplete in the course (section 14), the Ombudsman explained (section 15) that the incomplete, rather than the drop, would be the "simplest thing" to do in the case. He further explained (section 17) that the drop would involve a "long formal process" and could be "very tough." The question/answer format, in short, represented a method of discussion which minimized the need for the Ombudsman to explain his approach to a given problem, while at the same time, it maximized the need for the client to provide explanations of his approach.

A factor which is closely related to this second feature is that once the format was engendered as a method of discussion, it provided relatively less opportunity for clients to question the Ombudsman's approach to a problem in comparison to the opportunities for the Ombudsman to question the client's approach. In other words, underlying the fact that the question/answer format minimized Ombudsman explanations while maximizing client explanations was a particular structural feature of the format. This feature was most clearly evident in the observation that each time a client provided an explanation of his approach to a problem (sections 10, 14, 16, 18, and 20 in Jack's case), it was given in response to the Ombudsman's asking for an explanation. On the other hand, when the Ombudsman provided explanations of his own approach to a client's problem (sections 15 and 17 in Jack's case), they were
normally volunteered by the Ombudsman. The orderly enactment of the question/answer format was dependent on the commonly accepted platitude that "one should not answer a question with a question." This rule was observed most studiously by clients of the Ombudsman when discussions were being conducted in the question/answer format. The format provided a structure for conversation in which the Ombudsman could repeatedly ask clients to explain and even re-explain elements of their approaches to problems, while clients could ask the Ombudsman to explain his line of questioning only at the risk of disrupting the conversation.

Now the result of all this in the question/answer format was, again, an enhanced capacity for the Ombudsman to exercise control over the generation of workable problem definitions. Since the format provided almost exclusive opportunity for the Ombudsman to ask clients to explain their views while minimizing the necessity for the Ombudsman to explain his own views, clients were put in the potentially precarious position of either selling the Ombudsman on their views about problems and resolutions or seriously considering, even accepting, any alternative views and solutions expressed by the Ombudsman. This, too, was evident in the illustrative excerpt reported above. It can be seen that since Jack was unable to adequately explain his reluctance to take an incomplete (sections 18 and 20), the Ombudsman felt it appropriate to nudge him toward approaching the instructor to
request an incomplete (sections 21 and 22). Indeed Jack did, in the end, request an incomplete rather than pursue a drop.

In summary, the question/answer format enhanced the Ombudsman's control in the development of workable problem definitions in two ways. First, the cumulative nature of the questioning process allowed the build-up of a reserve of information reported by the client which was used by the Ombudsman in directing subsequent questions; this guiding conversation toward some appropriate (from the Ombudsman's viewpoint) set of conclusions. Secondly, the format functioned to focus upon the adequacy and justifiability of client views about problems and potential resolutions. In the event that such views were not adequately explained and justified, the Ombudsman was able to assume the initiative to guide the client toward alternative views, even though the adequacy and justifiability of his alternatives may or may not have been fully explained within the format of conversation.

The second typical format found in conversations between the Ombudsman and his clients was the explanatory format. This format, too, was characterized by a distinctive mode of dialogue and a particular set of features allowing for Ombudsman the edge of control upon the generation of workable definitions.

The following excerpt from Case #4 provides an illustration of the characteristics of the explanatory format. In this case,
Dillon had come to see the Ombudsman to report a problem in getting residency status from the University for tuition purposes. His problem statement (Case Sheet, Case #4) read: "I want to see the Ombudsman about residency--have lived in Michigan for eight months--was told I have to live here one year--I thought it was six months." The following is an excerpt from the conversation between the Ombudsman and Dillon:

1. Ombudsman: So, you have a problem about residency?

2. Dillon: Right. I've lived here since September; have an in-state address. I've worked here to pay taxes since September, and they say I can't get residency until after a whole year. The University says so, but for the state, it's not a year.

3. Ombudsman: Okay. Let me get the policy.

Pause: Ombudsman leaves room to get the policy on residence which is used by the University.

4. Ombudsman: Okay. I can give you the whole story on that. In effect, you're not being done an injury. As a matter of fact, you wouldn't have been eligible under the old policy at all.

5. Dillon: Why?

6. Ombudsman: Well! I'll explain the whole thing to you.

7. Dillon: Wait a minute. I have an in-state address other than my campus address. I don't live at home anymore, but I have a job offer at home for the summer. It is really a good job. They said I can't take it though.
8. Ombudsman: Who said you couldn't take it?


10. Ombudsman: Oh! A job offer in another state?

11. Dillon: Yes. And that kind of upset me, you know, because it was a good job offer for the summer.

12. Ombudsman: Well, let me give you the whole story. Up until about a year ago, the policy on residence came from the legislature which made guidelines for all the state supported colleges and universities. Since the early 1960's they had set one major criteria. They said that a person had to reside in Michigan for six months without attending attending any educational institution. If you went to school then, you couldn't get residency status. Now, a number of students took issue with that policy because you could go on for ten years and never become eligible for residency status if you attended school continuously. So they took it to the courts, and they ruled against the old policy. Then the situation was left open; the courts didn't decide on how you do decide on residency. So at this point, the various institutions had to get together and decide on the criteria. Now this was a serious financial question since the state provides about 75% of the cost of education for resident students, and only about 25% for non-resident students.

13. Dillon: Yes, but my answer to that is that my parents at home are paying taxes for education there. It seems they shouldn't have a differentiation, because then parents of out of state students have to pay extra.

14. Ombudsman: Well, there are two answers to that. First,
levels of support vary from one state to another. Secondly, the choice to go to a school in your state is your choice. If you choose to go to another state, then you are asked to pay a higher share. That's the tradition, and the question does present a real financial question for universities. Maybe some reciprocity system will be worked out at the federal level some day. I would like to see that, but at the present moment we don't have that.

15. Dillon: Well, I think there should be some system too.

16. Ombudsman: Well, anyway, under the old policy you probably could not have gotten residency status unless you took a six month break from school. Under the new ruling, you can get residency without taking time out, but, again, the universities are under legislative restraint. Here is the current policy.

17. Dillon: I already filled out my application for residency.

18. Ombudsman: Okay, do you know what you have to do here?

19. Dillon: They said that if I stay here and work this summer and pay taxes for the whole year, I'll be a resident. Is that right?

20. Ombudsman: Well, I don't know if it's that simple, so let me go through here and make sure you understand. See, here is the idea; you have to show that you intend to make Michigan your permanent home. Not only while in attendance at the University, but thereafter as well. Here are the things they use to determine intent...
The remainder of the discussion was directed at assessing Dillon's activities and plans in light of the specific criteria used by the University in judging a student's intent to make Michigan a permanent residence, even after completion of their educational programs. As each of the specific criteria was explained by the Ombudsman, advice was given to Dillon concerning things he might do to present a convincing case for residence to the University at the beginning of the next fall semester. The conversation was concluded as follows.

21. Ombudsman: Okay, do you have a clearer understanding of what's what?

22. Dillon: I think so. Thank you so much.

23. Ombudsman: So you want to do everything to establish your intent to be a Michigan resident.

24. Dillon: Yes! Okay, I'll do everything I can do to do that.

In contrast to the question/answer format, the explanatory format can now be seen to be distinctive as a method for negotiating workable problem definitions. Whereas the question/answer format proceeded by the client giving descriptive and explanatory statements concerning his problematic circumstances which were, in turn, investigated and probed by the Ombudsman's line of questioning, this format is fundamentally distinguished by a switch in the activities of the parties. The Ombudsman gave a set of descriptive and explanatory statements to which the client responded.

This characteristic of the explanatory format is clearly illustrated by Dillon's case above. To begin with, it is apparent that the discussion began in a question/answer format (sections 1 and 2).
However, the Ombudsman quickly made the judgment that Dillon was not aware of the institutional criteria that applied to applications for residence and initiated an explanatory format, indicating that he would "get the policy" (section 3), "give Dillon the whole story" (section 4), and "explain the whole thing to Dillon" (section 6). These indications from the Ombudsman eventually cleared the way for him to offer a full blown set of statements concerning the development of the institution's criteria for assessing applications for residence (sections 12, 14, 16, and 20). He explained that the University's policy in this area had, within the last few years, undergone some major revisions which enhanced the opportunity for students like Dillon to obtain residency status, and that the fundamental criterion for obtaining residence under current policy was that the student "show intent to make Michigan a permanent home" (section 20). Having established this fundamental criterion in the discussion, the conversation continued on to assess Dillon's status in light of the specific indicators used by the administration to judge a student's intent. Where Dillon's case seemed weak in this regard, advice relating the eventual improvement of his case was offered. In the end, Dillon was ready to "do everything he could" to build a case showing intent to make Michigan his permanent residence.

Now the key to understanding how the Ombudsman's influence on the negotiation of workable problem definitions was enhanced
through the explanatory format lies in realizing the peculiar nature of the shift from acting as questioner in the question/answer format to offerer or explainer in this format. The descriptive and explanatory statements offered by clients in the question/answer format were provided for the purpose of elaborating their problems, whereas the statements of the Ombudsman were normally offered for the purpose of elaborating the University's positions and interests relating to a client's problem. When clients offered descriptions and explanations they were taken as representations of their own individual interests and opinions, but when the Ombudsman offered descriptions and explanations they were taken as being grounded in the interests and rational organizational requirements of the University community. Of course, it is much easier to challenge and modify an individual's interests and opinions, as the Ombudsman did continually, than it is to challenge and modify the interests and positions of an entire organized community, or some major segment of it.

In the interest of avoiding confusion here, let me make it clear that my point is not that the explanatory format did not provide opportunities for clients to challenge and question the descriptions and explanations offered by the Ombudsman. Sections 12 through 15 of the excerpt reported above show that the client could and did challenge statements given by the Ombudsman. After the Ombudsman (section 12) had indicated that the question of residency for students
represented a "serious financial question" for the University, Dillon challenged the institutional position. He claimed (section 13) that non-resident students should not have to pay more than resident students since their parents had to pay taxes for higher education in some other state. The Ombudsman (section 14) summarized the traditional answers to Dillon's challenge, and recognized the possibility of someday developing a reciprocity system between states to equalize any tuition disparities. He put the challenge to rest by indicating that he, personally, would like to see a reciprocity system, "but at present, we don't have that." In the particular reality constructed by the Ombudsman and his client, the Ombudsman's offering of descriptive and explanatory statements in the context of the explanatory format represented his presentation of the organizational interests and positions that had to be met and satisfied by any problem solution. Consequently, the client developed a view of his own problem which took into account the apparent obdurateness of the organizational guidelines, as represented by the Ombudsman. Briefly, the explanatory format enhanced the Ombudsman's control in the negotiation of workable definitions by allowing him to introduce explicitly into the process the institutional constraints which any statement of the client's problem would have to take into account if solution was to be achieved.

The final type of format used by the Ombudsman and his clients in negotiating problem definitions was the counter-offer format.
The distinctive characteristics of this format may be illustrated by considering an excerpt from Case #15.

In this case, Jill came to see the Ombudsman to register a complaint about a class that he had just completed, but failed. Her problem statement as written on the Case Sheet read, "I want to see the Ombudsman about a class which I feel is fairly irrelevant to the occupation I wish to pursue, and a grade received in that class, which, in my belief, does not show the amount of achievement attained by the work and effort put forth by myself for this class." Before the following excerpt from this case occurred, the Ombudsman and Jill had discussed Jill's views about the relevance of the class for her occupational aspirations. The Ombudsman had made it clear that he couldn't make any judgments or take any action regarding the relevance of the course since that was a matter to be assessed only by competent professionals in Jill's major discipline. It was in the context of their discussion of the possibilities of pursuing a grade grievance that the following verbal transactions occurred.

"1. Ombudsman: Look, you have to get to Andy (the client's academic advisor) and present your problem to him. Your problem is that you are being blocked from graduation by this. Is there one way or another that he can help you get past that obstacle? Give him a chance because he usually does a very good job in advising students. If you haven't seen him for some time, then just going back to seem him may be the most effective way of getting some solution to your problem."
2. Jill: How would I go about appealing the grade for this course?

3. Ombudsman: Start with Andy.

4. Jill: Does it sound like I have a legitimate grievance here?

5. Ombudsman: I can't tell yet. As far as the grade grievance goes, I can't tell yet. As far as the relevance of the course goes, that I'm not competent to say.

6. Jill: Well, basically, what I was told out there when I wrote down what my basic grievance is, and you're going to jump at me; it was "I believe that the grade does not show the work I put in and the level of achievement I attained in that class."

7. Ombudsman: I'm certainly not going to take the position that every grade is an accurate reflection of what was done by a student. But what I'm trying to do is, I'm trying to say, "redefine your problem." See, you put down that your problem is the irrelevancy of the course and the grade you received. Those are not the key issues, as I understand what you are trying to tell me. The key problem is "how do you get through and graduate in December?" Now, Andy may have three other paths that you could follow to get through. If he gives you one or two other paths that get you through to graduation, take them. You may just have to say that you still don't think it is an appropriate course or grade, but here is the way you graduate, and that's the way you go. Now, am I right in assuming that your prime goal is to graduate?


9. Ombudsman: Okay. Now if Andy can't show you another way to graduate, then maybe we will have to pick up and investigate the grade through formal procedure.
10. Jill: Yes. You might just as well underline the part about the grade, and cross out the part about the irrelevancy. Really, I know I have to have the course to graduate. So, all I have to do is get the grade changed or find some way to be able to continue on with my program in the fall... I'll go see Andy as soon as possible to see what alternatives might be opened.

The counter-offer format was not unlike the explanatory format in that it involved a similar shift in the activities of the parties in the dialogue. That is, the Ombudsman's verbal activity consisted predominantly of giving statements, while the client's verbalizations were in response. This is readily apparent in the above excerpt from Jill's case. What did distinguish this format from explanatory formats was the particular kind of statements given by the Ombudsman. Recalling that statements given in explanatory formats concerned the Ombudsman's interpretations of the University's rules and guidelines that would be applicable to a client's problem circumstances, it can be seen here that statements in counter-offer formats concerned his interpretations of the client's real interests in the problematic area. This is most apparent in the above excerpt where the Ombudsman (section 7) said that the client's own interpretation of the issues (that is, the irrelevancy of the course and the grade) were not the "key issues" from the viewpoint of the client's interests: "Those are not the key issues as I understand what you are trying to tell me;" the key problem is "how do you get through and graduate in December?" The fundamental
distinction between explanatory and counter-offer formats was that in the first, the Ombudsman offered statements about University interests, rules, and guidelines; while in the latter he offered statements about the client's interests in the problem area.

As a channel for influencing the development of workable problem definitions, the counter-offer format was, again, similar to the explanatory format. Its characteristics in this regard are well illustrated in the excerpt from Jill's conversation with the Ombudsman. It is apparent that the Ombudsman and Jill had engaged in considerable conversation before shifting into the counter-offer format as reported. The significant facts about their preceding conversation were that Jill had had an opportunity to elaborate her views about the irrelevance of the course and the adequacy of the grade she received. In addition, however, one other fact that was of great significance in the Ombudsman's viewpoint was that Jill had not been to see her academic advisor (Andy) to discuss her problem. Now, being aware of the client's views and of the fact that Jill had not discussed them with Andy, the Ombudsman began (section 1) to generate a counter-offer for defining Jill's problem by indicating, "your problem is that you are being blocked from graduation by this." Jill, who apparently did not fully understand the Ombudsman's counter-offer initially, responded by probing its implications, but still in terms of her earlier elaborated views;
"How would I go about appealing the grade for this course" (section 2), and "Does it sound like I have a legitimate grievance here" (section 4). Receiving these responses from Jill, the Ombudsman reiterated his counter-offer in more elaborate form, indicating that Jill's own views of the problem were not sufficiently convincing to elicit a direct line of salutary action from the Ombudsman at the time (section 5), and that given the client's own interests in the problematic situation, she should "redefine your problem" (section 7) as being blocked from graduation. Conceptualizing the problem in this manner, the Ombudsman continued, the client should discuss it with Andy to see "if he gives you one or two other paths (besides challenging the relevance of the course or the grade) to get you through to graduation" (section 7, parenthesis added). Jill agreed "to go see Andy . . . to see what alternatives might be opened" (section 10). In the end, Jill's problem was solved informally (without going through any formal procedures for challenging the relevance of the course or the grade) between Jill, Andy, and the instructor for the course. Jill's grade was changed to a passing grade.

To summarize, this format was similar to the explanatory format in the sense that the client was in the position of responding to a set of more or less explicitly stated points which the Ombudsman considered highly salient to the reported problem. If the client responded positively to the stated views of the Ombudsman, then the potential for resolution of his problem was enhanced. If the
client did not respond positively, then the potential for resolution was reduced.

As a channel for control over workable problem definitions, this format can be distinguished from the explanatory format in that the latter provided for the introduction by the Ombudsman of institutional contingencies that applied to a given problem, leaving the client to formulate a modified view of his problem that would take into account such contingencies. The counter-offer format, in contrast, enhanced the Ombudsman's influence on the negotiatory process by providing a way for the Ombudsman to introduce his own interpretations of the client's interests in a reported problem. That is, this format was oriented toward the offering by the Ombudsman of a direct workable problem definition that would best serve the client's interests, leaving the client to simply respond positively or negatively by agreeing or disagreeing.

Dramatic Realization

Once the Ombudsman had established himself through appearance and negotiated a definition of the client's problem, attempts to effect resolution of the problem were invariably brought into play. There came a time for him to construct demonstrations of his abilities to resolve a problem. Without exception during the fifteen cases such demonstrations were clearly related to prior activities.
in the overall performances. The existence and nature of the relationship between appearance and dramatic realization will be treated first, leaving the relationship between negotiation of order and dramatic realization for later in this section.

The relationship between appearance activities and the dramatic realization phases of performances was first noted in the earlier analysis of appearance. Further explication of the relationship can be accomplished here by comparing the range of attitudes proposed in appearance programs with the activities undertaken for dramatic realizations. Such comparisons can be made using the information contained in Table 3.7, page 155.

This table enumerates the attitudes proposed in the appearance programs of each performance, and the activities actually undertaken for dramatic realization in each case. For example, it can be seen that in Case #1, the Ombudsman proposed the attitudes to listen, to advise, and to recommend in his appearance activities. In the dramatic realization phase of this particular performance, he undertook the activity of making recommendations.

Now, by looking down the column of dramatic realization activities, it can be seen that a range of only five lines of activity were actually undertaken by the Ombudsman in attempting to affect resolutions among the fifteen cases. They included making recom-
<table>
<thead>
<tr>
<th>Case #</th>
<th>Attitudes Proposed</th>
<th>Dramatic Realization Activities*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>To listen; to advise; to recommend</td>
<td>Recommended</td>
</tr>
<tr>
<td>2</td>
<td>To listen; to investigate</td>
<td>Investigated; attempted negotiation</td>
</tr>
<tr>
<td>3</td>
<td>To listen; to explain; to investigate</td>
<td>Investigated</td>
</tr>
<tr>
<td>4</td>
<td>To listen; to explain; to advise</td>
<td>Advised</td>
</tr>
<tr>
<td>5</td>
<td>To listen; to advise; to explain</td>
<td>Advised</td>
</tr>
<tr>
<td>6</td>
<td>To listen; to negotiate</td>
<td>Negotiated</td>
</tr>
<tr>
<td>7</td>
<td>To listen; to advise; to explain; to investigate</td>
<td>Investigated</td>
</tr>
<tr>
<td>8</td>
<td>To listen; to advise; to explain; to investigate</td>
<td>Advised</td>
</tr>
<tr>
<td>9</td>
<td>To listen; to explain; to investigate; to protect; to advise</td>
<td>Investigated</td>
</tr>
<tr>
<td>10</td>
<td>To listen; to explain; to advise; to investigate</td>
<td>Advised; Attempted negotiation</td>
</tr>
<tr>
<td>11</td>
<td>To listen; to negotiate; to explain; to advise; to investigate</td>
<td>Negotiated; protected</td>
</tr>
<tr>
<td>12</td>
<td>To listen; to investigate; to explain; to recommend; to advise</td>
<td>Investigated; recommended</td>
</tr>
<tr>
<td>13</td>
<td>To listen; to recommend; to explain</td>
<td>Recommended</td>
</tr>
<tr>
<td>14</td>
<td>To listen; to recommend; to explain; to advise; to investigate</td>
<td>Investigated; recommended</td>
</tr>
<tr>
<td>15</td>
<td>To listen; to advise; to explain; to investigate; to recommend</td>
<td>Advised</td>
</tr>
</tbody>
</table>

*These terms summarize the major activities the Ombudsman undertook to affect resolutions as they were noted in his personal notes, and as detailed in the Case Summaries (Appendix C).
recommendations, investigations, negotiations, giving advice, and giving protection. By comparing this range of activities with the repertoire of attitudes proposed in appearance programs, the basic relationship between appearance and dramatic realization is revealed.

The repertoire of attitudes proposed in the appearance phases of performances was uncovered earlier in this chapter. It can be reconstructed here by looking down the column of attitudes proposed in Table 3.7 and picking out the number of different types of attitudes proposed over all fifteen cases. The repertoire of attitudes included proposals to listen, to explain, to advise, to recommend, to investigate, to negotiate, and to protect. It is clear that the repertoire of attitudes proposed in appearance programs completely circumscribed the range of activities actually undertaken by the Ombudsman for dramatic realization.

Moreover, it may be noted that the attitudes which were earlier found to be "future tense attitudes" had a special relationship to dramatic realization activities. In the analysis of appearance programs it was found that attitudes were proposed in both present and future tenses. Proposals that typically occurred in present tense included the attitudes to listen, to explain, and to advise. These attitudes, for the most part, conveyed impressions about what the Ombudsman was doing toward a client at the time when the proposal was made. On the other hand, the attitudes to recommend,
to investigate, to negotiate, and to protect were typically proposed in future tense. They conveyed impressions about what the Ombudsman would do toward a client, as well as others involved in a grievance, at some future date. Once again, the range of activities undertaken for dramatic realizations included making recommendations, investigations, negotiations, giving advice, and giving protection. It can be seen that the repertoire of future tense attitude proposals corresponded closely with the range of dramatic realization activities. The finding is that the Ombudsman's appearance programs were related to dramatic realizations in that his proposed attitudes (especially those proposed in future tense) circumscribed the range of activities actually undertaken in attempting to affect resolutions. However, this only shows that appearances functioned to circumscribe activities for dramatic realization when all fifteen cases were observed as an aggregate. There remains the question of whether or not a similar function appeared within each case. The information produced in Table 3.7, page 154, also suggests that the relationship did hold true within cases.

By comparing (across rows) the attitudes proposed with actions attempted within each case, it is clear that in every case there was a correspondence between attitudes proposed and at least one activity undertaken in dramatic realization. It must be concluded that within cases, as well as over all fifteen cases, appearance circumscribed
the activities pursued in dramatic realization.

There were, however, two specific cases in which attitudes proposed during the appearance programs did not inclusively circumscribe activities for dramatic realization. Note that in Case #2 the Ombudsman attempted to act as a negotiator in resolving the problem but had not proposed negotiation as an attitude during the appearance phase. Again, in Case #11, the Ombudsman attempted to protect his client's interests for the purposes of resolution, but had not proposed that attitude in appearance. Let me turn directly to these cases in order to explore them as exceptions to the otherwise inclusive functioning of appearance programs on dramatic realizations.

Case #2 was a case in which the client complained that he was being requested by his department to take a six week leave of absence from his job to complete a field placement required for his program. He contended that the requirements for both the job and field placement were equivalent. In discussing the situation with the client, the Ombudsman proposed to investigate the Department's reasons for their requirement. Later the same day, the Ombudsman called the Chairman of the Department to initiate the investigation, and the correspondence between the proposed attitude to investigate and the activity of investigation reported in Table 3.7, page 154, was established. However, the Ombudsman's investigation of the Department's reasons resulted in a marked change in the situation as it had
been originally understood between himself and the client. The Ombudsman received a letter from the Department which adequately explained and justified a decision that did not require the client to take a leave of absence from his job, but did terminate the client's field placement altogether. Given this major change in the situation, the Ombudsman then called the client and learned that a meeting had been set up in the Department to review and evaluate the client's placement experience. It was at this point that the Ombudsman attempted to attend the meeting as a neutral negotiator or mediator. In this case, it is clear that the Ombudsman's initiation of the activity of a negotiator toward resolving the problem was an adaptation to a major change in the situation which had been unanticipated during the earlier phases of his performance.

Turning to Case #11, a similar series of events was observed. In this case, the client came to the Ombudsman to look into the possibility of getting an incomplete in a course he was failing. The period for dropping classes had already expired, and giving grades of incomplete to failing students was inconsistent with University policy. Nevertheless, the client contended that misleading advice he had received from his advisor and instructor and discouragement he had received from an administrator when he looked into the procedures for dropping the course had caused him to avoid dropping it when he
should have earlier in the semester. From the client's reports, the Ombudsman sensed a degree of maladministration on the part of the officer who had "lectured" the client when he had gone to see about dropping the class. The Ombudsman proposed to negotiate with the instructor in the student's behalf to see if he would give the student an incomplete for the course as restitution for the malpractice of the administrator. Indeed, the Ombudsman persuaded the instructor to grant an incomplete. Thus, the observed correspondence between the proposed attitude to negotiate and the activity of negotiation (cf. Table 3.7, page 154) was established. However, the next day the Ombudsman, through a series of phone conversations with the Assistant Chairman of the instructor's department, learned that the Chairman had received the news that a failing student was to be given an incomplete with great dissatisfaction. Having already assured the client that an incomplete would be granted, the Ombudsman found the resolution being threatened by the Chairman. The Ombudsman called the Chairman and attempted to explain the reasons for exempting the client from the normal policy of not giving incompletes to students with failing grades, but the Chairman remained highly dissatisfied. The Ombudsman then informed the Chairman that if the incomplete was not granted, he would refer the case to the University's Academic Fairness Committee in order to protect the
client's interests. At this point, the Chairman backed off, indicating that he would leave the decision up to the instructor. The instructor eventually followed through with his initial agreement to give the incomplete.

It can be seen that in both cases where actions were initiated during dramatic realizations that were not indicated as attitude proposals in prior appearances, they were efforts to adjust to situational circumstances that were not anticipated in the prior phases of performances. In Case #2, the Ombudsman initiated activity as a neutral negotiator only after learning that the client's field placement had been terminated. In Case #11, the Ombudsman attempted to protect the client's interests only after learning that the Chairman was dissatisfied with the arrangement to give the client an incomplete.

In conclusion, it may be inferred that there was a definite relationship between appearance and dramatic realization in the Ombudsman's performances. During the fifteen cases, the Ombudsman never initiated activities for dramatic realization that did not fall within the limited repertoire of attitudes associated with his appearance as Ombudsman. The range of possible activities for dramatic realization was circumscribed by the repertoire of attitudes conveyed in appearance. Moreover, the case information shows that the dramatic realization activities within specific performances tended to be circumscribed by the range of attitudes proposed within that same
performance. A strong tendency toward consistency between attitudes indicated and actions actually undertaken within given performances was evident, although as noted, there were exceptions to this tendency.

Having developed an understanding of what consequence appearance had for dramatic realization, the relationship between dramatic realization and the other prior phase of performance can be brought to light. Given that the negotiatory phase produced workable problem definitions, the best way to apprehend the consequences of the negotiation of order for dramatic realization is through direct comparison of the problem definitions that developed in conversations and the activities undertaken by the Ombudsman in affecting resolutions. Table 3.8, page 163, provides information to facilitate this comparison.

By reading across rows in Table 3.8, a definite relationship between workable problem definitions negotiated in conversations with clients and activities undertaken for dramatic realization can be seen. Dramatic realization activities were logical extensions of the respective definitions of situations. In Case #1, for example, the workable definition of the problem indicated that no immediate solution to financial problems of graduate students in the client's department could be achieved. However, it did acknowledge that long range or future improvements were possible. In dramatic
### TABLE 3.8

Workable Problem Definitions and Dramatic Realization Activities

<table>
<thead>
<tr>
<th>Case #</th>
<th>Workable Problem Definition*</th>
<th>Dramatic Realization Activities**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>An increase in tuition is needed at the University and nothing can be done to avoid that. The lack of financial assistance for graduate students will make it difficult for present students, and no immediate solution for that is apparent. However, increasing the amount of financial assistance available for future graduate students in the clients' department is possible, and may be crucial for the future viability of the degree program in that department.</td>
<td>Recommendations to Department Chairman</td>
</tr>
<tr>
<td>2</td>
<td>Having been assigned to an agency to complete a field placement experience required in his program, the agency decided to hire the client as a regular employee. The job experience was to entail the same duties as required by his field placement experience. This arrangement, originally approved by proper University personnel, is now disapproved. The University is requiring that the client take a leave of absence from his job to complete the field placement experience.</td>
<td>Investigation of reasons for departmental request; attempted negotiation in meeting to review client's field placement.</td>
</tr>
<tr>
<td>Case #</td>
<td>Workable Problem Definition*</td>
<td>Dramatic Realization Activities**</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>The client cannot get a response from the student insurance company regarding her appeals to their denial of a claim that has been filed. Numerous attempts to get a response have been made.</td>
<td>Investigation of lack of response from insurance company.</td>
</tr>
<tr>
<td>4</td>
<td>It is necessary that the client get residency status for tuition purposes if education is to be continued at the University. This must be done according to policy which requires that the client build a case indicating an intent to remain in Michigan after completing his education.</td>
<td>Advised client on how to meet criteria for residency.</td>
</tr>
<tr>
<td>5</td>
<td>Client has taken too many courses for one semester and must find a way of getting free of one course. Since the normal drop period has expired, the best solution is to request an &quot;I&quot; from the instructor.</td>
<td>Advised client to request an incomplete for the course.</td>
</tr>
<tr>
<td>6</td>
<td>The instructor from a course taken in the prior semester by the client is unresponsive in returning a drawing of personal value to the client.</td>
<td>Negotiated with instructor to get drawing returned.</td>
</tr>
<tr>
<td>7</td>
<td>Client should be entitled to appeal a departmental decision based on departmental policy requiring him to retake a graduate course in which he earned a &quot;C.&quot;</td>
<td>Investigation for channels to appeal decision.</td>
</tr>
<tr>
<td>Case #</td>
<td>Workable Problem Definition*</td>
<td>Dramatic Realization Activities**</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>8</td>
<td>Client met requirements for an &quot;A&quot; in a course just taken, but he was given a &quot;B.&quot; The grade is probably unfair, but the instructor has said he will not change it.</td>
<td>Advised client on how to pursue grade grievance.</td>
</tr>
<tr>
<td>9</td>
<td>Instructor in course currently being taken by clients' is unenthusied, unexperienced, uses bad procedures, harasses students, and is extremely incompetent.</td>
<td>Investigation of instructor.</td>
</tr>
<tr>
<td>10</td>
<td>A new tenure policy adopted by the University contains a grandfather clause effecting a temporary moratorium on faculty tenure reviews. This may constitute a breach of contract. But even if a legal process determined that it does constitute a breach of contract, the decision could only guarantee the right to be reviewed for tenure. For the same reasons the University has effectuated a moratorium on tenure reviews, officials may deny tenure to any faculty pushing for reviews in the near future.</td>
<td>Advised clients on alternatives and possible outcomes; attempted negotiation in meeting with Vice President.</td>
</tr>
<tr>
<td>11</td>
<td>Because of harassment by an administrator when the client checked into dropping a class before the normal drop period expired, the client is now</td>
<td>Negotiation with instructor to get incomplete; protection of client interests against Department Chairman.</td>
</tr>
<tr>
<td>Case #</td>
<td>Workable Problem Definition*</td>
<td>Dramatic Realization Activities**</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>12</td>
<td>The client has been admitted to a special program in the University on the condition that he make-up three credit hours during the summer to achieve Junior Status. The department is requiring that he take the three hours at the University. He has already arranged to take the hours at another university. This is especially unjustified since the hours do not relate specifically to the special program.</td>
<td>Investigated Departmental requirement; recommended waiver for client.</td>
</tr>
<tr>
<td>13</td>
<td>A faculty member has violated the procedures for administering the student evaluation instrument in one class.</td>
<td>Recommendation to Department Chairman to review procedures with his staff.</td>
</tr>
<tr>
<td>14</td>
<td>Client has personal problems that have caused a conflict with an instructor in a course just completed and failed by client. The conflict between the client and the instructor made accurate grading by the instructor difficult.</td>
<td>Investigated severity of client's problems; Recommended change of grade.</td>
</tr>
</tbody>
</table>
### TABLE 3.8 Continued

<table>
<thead>
<tr>
<th>Case #</th>
<th>Workable Problem Definition*</th>
<th>Dramatic Realization Activities**</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>The client must graduate in next fall semester for financial reasons, but has just failed a course that may cause considerable delay. The failure is blocking the client from graduation.</td>
<td>Advised client on how to pursue resolution.</td>
</tr>
</tbody>
</table>

* These definitions are summaries abstracted directly from statements made by the Ombudsman and clients in tape recordings.

** These are summaries of major activities undertaken by the Ombudsman to affect resolutions as noted in his personal notes, and as detailed in Case Summaries (Appendix E).
realization, the Ombudsman undertook the activity of making several recommendations to the client's Department Chairman about ways of improving the financial opportunities of future graduate students. Similar logical relationships between negotiated workable problem definitions and activities for dramatic realization existed in each of the remaining fourteen cases. In this way, the negotiatory phase of Ombudsman performances functioned to logically specify the activities undertaken for dramatic realization. It may be said, in conclusion, that appearances functioned to circumscribe a range of activities for possible undertaking in dramatic realization, while the negotiation of order functioned to specify which activity from that range would be acted out.

Termination

The fundamental concern in considering terminations is the conditions which brought performances to their endings. Of course, each of the fifteen specific cases was characterized by its own unique set of terminating circumstances. Nevertheless, the full range of circumstances which signaled terminations of performances can be subsumed under two basic categories: (1) terminations occurred when the Ombudsman and the client made the assessment to one another that the problem had been solved, or at least the performance
had contributed to a solution; and (2) terminations occurred when the Ombudsman and the client made the assessment to one another that the problem had not and could not be solved by the continuation of the performance.

It is important to recognize that a common factor in all terminations, no matter which of the two categories of circumstances characterized them, was that they required assessments about the resolution of the clients' problems. Terminations demanded that the Ombudsman and clients make judgments regarding the ameliorative status of a problem situation. Without such judgments, terminations could not have occurred as they did. In the Ombudsman's own terms:

"A problem has been solved (or solution has failed) when, in my assessment, the problem has been solved (or solution has failed) in terms of the client's statement of what the problem is" (OBI-1).

Terminations were not things that "just happened" to Ombudsman performances. Ending a performance was an event for both the Ombudsman and the client. An ending was manifested in their reflexive evaluations of where a performance had taken them. Both the Ombudsman and the client "knew" when a performance was over. Given this common judgmental factor involved in all terminations, let me turn to some illustrations of differences among the two categories of terminating conditions.
A clear example of the first kind of termination (those where the Ombudsman and the client made the assessment to one another that the problem had been solved) was given in Case #3. It was in this case that the client grieved that she had filed a claim on her student insurance that had been denied, and that her attempts to appeal the denial had been ignored by the insurance company. After discussing the matter between them, the Ombudsman and client came to view the insurance company's negligence in responding to the client's attempts to appeal the initial denial of payment as the critical issue. The Ombudsman indicated he would initiate an investigation into the company's reasons for not responding. He subsequently contacted the Vice President of Student Affairs at the University and asked him to look into the situation. The Vice President agreed. About two weeks after contacting the Vice President, the Ombudsman followed up with him to see what was being done about the company's lack of response to the client. The Vice President reported that an agent had been assigned to the case and was taking care of some benefits the client had claimed. Other benefits were reported to be under review by the company. A few days after receiving this report, the Ombudsman contacted the client to see how things were going on her end. She reported that the company was investigating her claim and was corresponding with her in a responsible manner.
While the final disposition of her claim depended on the company's investigation, both the Ombudsman and the client agreed that the Ombudsman had accomplished what he set out to do; his action had prompted the company to respond to the client. The performance was terminated upon the assessment by the Ombudsman and the client that the problem had been solved. Including this case, thirteen of the fifteen cases observed were terminated with the occurrence of similar assessments by Ombudsman and clients.

Cases #2 and #10 were the exceptions. They were terminated with assessments of the second kind; that the problem had not and could not be solved by continuing the performance. Both cases equally represent the second category of termination. Thus, in the interest of avoiding repetition only one will be reported. In Case #10 Larry and Linda, two untenured faculty members, grieved that a tenure policy recently adopted by the University constituted a breech of their contracts. The new policy contained a grandfather clause which called for a temporary moratorium on tenure reviews throughout the University. The clients were scheduled, according to the conditions of their original contracts, to receive their final tenure reviews that spring. They contended the new policy had denied their right to final tenure review at the time agreed upon under their contracts. After discussing the situation at length, the Ombudsman
and clients agreed that the question of whether or not contracts had been breached was a serious question subject to legal test. The Ombudsman outlined several ways in which the issue could be pursued, but he also pointed out that even if the clients did pursue the issue and win the legal point, they would only win the right to be reviewed for tenure. The University could then deny tenure no matter what their reviews turned up. Tenure could be denied for the same reasons a moratorium on reviews had been expedited. After offering that advice, the Ombudsman indicated that if the clients decided to pursue the issue, he would act as a negotiator or mediator between them and University administrators. The discussion was left open with the clients undecided about whether or not to pursue the issue. About a month later, the Ombudsman spoke to Larry to see if they had come to a decision. Larry reported that they had an appointment with the University's Vice President for Academic Affairs to get his views of the issue. The Ombudsman suggested that he may act as a neutral negotiator at the meeting, but the clients did not take him up on that suggestion. Several months later, the Ombudsman contacted Linda to see what had come of their meeting with the Vice President. Linda reported that they had realized the "situation was rigged for defeat." The Ombudsman agreed. The case was terminated with the assessment by the clients and the Ombudsman that the problem
had not been solved and could not be solved by continued performance by the Ombudsman.

Given the fact that termination of cases occurred when the Ombudsman and his clients made assessments to one another about the ameliorative status of client problems, the question that remains is what factors influenced their assessments. Major influences were found in relationships between assessments leading to termination and the immediately preceding phases of negotiating order and dramatic realization.

Once again, it must be recalled that conversations between the Ombudsman and his clients about client concerns were conducted in each case. Such conversations were oriented toward couching client concerns in some negotiated order which would allow the University to respond. These conversations were for defining client problems. Earlier it was shown that problem definitions, once negotiated, functioned to specify activities undertaken in dramatic realization. At this point, a similar relationship between negotiated problem definitions and assessments leading to terminations can be illustrated. Cases #3 and #10, which were used above to represent the two categories of termination will again serve well as illustrations.

In Case #3 the client and the Ombudsman produced, through their negotiations, a definition of the problem that can be summarized
as follows:

The client cannot get a response from the student insurance company regarding her appeals to their denial of a claim that has been filed. Numerous attempts to get a response have been made (Summary from tape recording, Case #3).

Note that there were at least two major issues involved in this problem. First, a disagreement between the client and the company was involved in that the client filed a claim she judged to be legitimate, but the company had denied payment. Secondly, the company had failed to be responsive to the client's attempts to appeal the denial. Note further, however, that the negotiated definition emphasized the latter issue. Indeed, the Ombudsman made it very clear in his discussion with the client that he had no authority to judge the legitimacy of the client's claim to insurance benefits, even though he heard the client's views in this regard. The negotiated problem definition, in short, emphasized the latter issue of the company's lack of response to the client's appeal attempts. It is quite obvious, in turn, that this definition implied that the goal of the performance was to get the insurance company to respond to the client. A response favorable to the client's claim for payment was not, strictly speaking, an achievable goal of the case. In this way, the problem definition functioned to specify the goals that could and could not be achieved. The case was terminated when the goal that could be achieved, according to
the problem definition, had been achieved in reality.

A different pattern was evident in Case #10, a case that was terminated under the assessment that the problem had not and could not be solved. The negotiated problem definition in this case may be summarized as follows:

A new tenure policy adopted by the University contains a grandfather clause affecting a temporary moratorium on faculty tenure reviews. This may constitute a breech of the clients' contracts. But even if a legal process determined that it does constitute a breech of contract, the decision could only guarantee the right to be reviewed for tenure. For the same reasons the University has affected a moratorium on reviews, officials may deny tenure to any faculty pushing for reviews in the near future (Summarized from tape recording, Case #10).

Again in this case, it is clear that the problem involved at least two different issues, one more critical than the other. The problem definition recognized the breech of contract issue as a legitimate legal issue. But the major issue was that the clients may find themselves being denied tenure even if they achieved a favorable decision on the question of contract breeches. The clients had to decide whether or not they wanted to run that risk by pursuing the case further. After the clients had spoken to the University's Vice President for Academic Affairs, they decided not to pursue the breech of contract issue. In other words, the problem definition functioned to specify both the goals that could and could not be achieved by the Ombudsman's performance. He might have contributed to establishing whether or not the University had breeched contracts, but he
could not secure favorable tenure decisions for the clients. In contrast to Case #3, it was the goals that could not be achieved by the performance that led the Ombudsman and the clients to termination in this case.

A second major criterion of terminating assessments was discovered in the relationship between dramatic realization and termination. Remembering that dramatic realization consisted of activities undertaken by the Ombudsman to affect resolutions, the basic relationship between that phase and terminating assessments is found in the understanding that activities of dramatic realization represented the "means" for achieving resolution. In other words, while negotiated problem definitions specified goals, dramatic realization activities provided the means for achieving the goals.

This fact can be illustrated by further consideration of Case #3; the complaint against the student health insurance company. Recalling that the major goal of the performance as given in the definition of the problem was to get the insurance company to respond to the client, the Ombudsman's activity for dramatic realization was to investigate the company's reasons for not responding. As a result of the investigation, the company assigned an agent to settle the client's claim, and the case was terminated. The terminating assessments in this case were based not only on evaluations of the goals that could be achieved according to the negotiated problem
definition, but also reflected judgments about the effectiveness of the investigation (dramatic realization) in bringing about the goals.

If the degree of effectiveness of activities undertaken in dramatic realization was a second criterion underlying terminating assessments, it should be possible to show that assessments in this regard were not uniform among all cases. In other words, just as judgments that dramatic realizations had been effective in accomplishing goals formed a basis for termination, judgments that dramatic realization had been ineffective also should have formed a basis for termination. A brief analysis of Case #2 provides an illustration of such a case.

In this case, the client came to see the Ombudsman with the complaint that the University was requesting that he take a leave of absence from his job to complete a field placement experience required in his program of study. He contended that there was no reason for the request since his job and the field placement entailed the same duties to be carried out in the same location. In discussing the issues, the Ombudsman and the client developed the following definition.

Having been assigned to an agency to complete a field placement required in his program, the agency decided to hire the client as a regular employee. The job experience was to entail the same duties as required by the field placement. This arrangement, originally approved by proper University personnel, is now disapproved. The University is requiring that
the client take a leave of absence from his job to complete the field placement (Summarized from tape recording, Case #2).

According to this definition, the University had apparently made an arbitrary request of the client. The Ombudsman indicated in discussion that he could find out the reasons for the request, but that he could not overrule the decision itself. The crucial goal of the performance was to find out if the University had reasons for making the apparently arbitrary request of the client. Having initiated an investigation as dramatic realization, the Ombudsman found that the University was no longer requesting the client to take a leave of absence, but was terminating his field placement. Moreover, the University gave justifiable reasons for the rejection. Given this development, the Ombudsman contacted the client to discuss the situation and see if any other action should be taken. When the client reported that a meeting had been arranged between himself and other involved parties to review his placement experience, the Ombudsman suggested that he could act as negotiator at the meeting. The client did not take the Ombudsman up on his suggestion. The meeting was conducted without the Ombudsman, and later, when the Ombudsman again contacted the client, the client reported that his field placement had not been salvaged and he was trying to arrange a new start on it.

The case was terminated with the assessment that the client's
problem had not and could not have been solved. Even though the investigation did elicit reasons why the University was terminating the client's field placement, it did not overturn any reasons why the client could not have completed a field placement and hold down his job at the same time. Indeed, the response elicited by the investigation constituted a problem that was actually more serious than the one initially reported by the client. In the end, the client judged that he had been the victim of a "power play" and that the Ombudsman had not effectively represented his interests. The Ombudsman, for his part, made the assessment that he "had not gotten a hold on the case--something was missing" (OCal, Case #2). The conditions of termination, in this case, included assessments reflecting that the Ombudsman's dramatic realization had been ineffective in achieving the goal as defined in the negotiated order.

Summary of Findings

In theoretically spelling out the model of performance in Chapter I, a number of assumptions about the application of the model to the activities of a conflict management agent were stated. Having completed the application and analysis, what remains is to summarize the findings in a way that will draw out their theoretical significance. In short, the aim of this summary is to determine the extent to which
the overall findings conform to the theoretical assumptions stated prior to the application.

(1) Among the assumptions made earlier about the functioning of safety-valve institutions in social organizations was the assumption that conflict management routines would involve a series of reciprocal performances by the agents and their clients. Given that this study focused on the activities of the University Ombudsman at Western Michigan University, who was taken as an exemplar of a conflict management agent, no systematic findings pertaining to the performances of clients were produced. However, the findings did show that the activities of the Ombudsman manifested the characteristics of performances. That is, it was found that the Ombudsman's activities illustrated the four performance phases of appearance, negotiation of order, dramatic realization, and termination.

Three different categories of appearance activities aimed at conveying and establishing impressions about the Ombudsman's situated self were found. The findings showed that the Ombudsman undertook two categories of fixed activities that conveyed abstract impressions about identity, value, mood, and attitude to general audiences. These categories included activities that went into the development of the office setting and activities that went into the development of staff routines. The third category of appearance activities was discursive demeanor. This was a category of
malleable activities which conveyed a variety of specific impressions about value, mood, and attitude to situational audiences. This category consisted largely of verbalizations produced by the Ombudsman in discourse with clients. In spite of the relative lack of focus on client activities, the findings also produced a total of 62 client communications over the fifteen cases indicating that they had images of the Ombudsman that corresponded to the impressions conveyed through his appearance activities.

With regard to the negotiation of order phase of performance, the findings revealed that the Ombudsman did engage in conversations with clients for the purpose of establishing workable definitions of the clients' problems. Moreover, it was found that these conversations illustrated the process of offers and responses characteristic of the negotiation of order. The clients produced twenty-one offers to define their problems to which the Ombudsman responded during the fifteen cases, and the Ombudsman produced thirteen counter-offers to which the clients responded. The Ombudsman's activities for manipulating agendas and formats of conversations were also illustrated by the findings.

The findings showed that the Ombudsman engaged in a range of five different types of dramatic realization activities aimed at demonstrating his capacities for resolving various problems of clients. He made recommendations, conducted investigations,
conducted negotiations, gave advice, and gave protection in various contexts over the fifteen cases.

Finally, the findings revealed that the Ombudsman's activities with regard to each of the fifteen specific cases had clear endings or terminations. In each case, activities were ended with the occurrence of judgments or assessments made by the Ombudsman and the clients about the ameliorative status of the problem. While the types of judgments or assessments that formed the conditions of terminations varied, the findings illustrated that the endings of the Ombudsman's activities were clear events for both the Ombudsman and the clients.

(2) A second assumption made prior to the application and analysis was that the meanings the Ombudsman would establish during the appearance phase about his situated self would vary. The findings illustrated that through some of his appearance activities the Ombudsman conveyed a set of abstract impressions relating to each of the four dimensions of a situated self, and that through other activities he conveyed a range of more specific impressions relating to three of the four dimensions of a situated self.

Primarily through the fixed activities of appearance that went into the development of the setting and the creation of staff routines, the Ombudsman conveyed a set of abstract impressions about his identity, value, mood, and attitude. The identity he appropriated for himself through these activities was that of Ombudsman qua Ombudsman. In other words, clients and visitors to the office could
identify the person who acted as Ombudsman by experiencing the setting and staff routines that had been developed. In addition, the setting and routines of the staff conveyed the impression that the instrumental value of the Ombudsman was that he held a position of authority and influence in the University, and that his authority and influence could be employed toward the resolution of problems and grievances. The mood expressed through the fixed activities of appearance was that the Ombudsman was warm toward his clients and visitors, and that he welcomed their company and concerns. Finally, the attitude conveyed through the setting and staff routines was one of responsiveness to the needs and concerns of clients and visitors.

The findings also illustrated that through his discursive demeanor activities of appearance, the Ombudsman conveyed a range of more specific impressions about his value, mood, and attitude in various situational contexts. Each of the specific impressions conveyed through discursive demeanor were logical extensions of the more abstract impressions of self, but were presented as appropriate explications in a given context. For example, in various contexts the Ombudsman conveyed the specific impressions that his authority and importance in the University meant that he had special knowledge and information of University operations relating to a client's problem;
or that he had dealt successfully with issues and problems similar to those of a given client; or that he had the authority to make recommendations to other University officials regarding a given client's complaint; or that he could conduct investigations relating to a client's grievance; or that he could negotiate, mediate, or otherwise represent a client's interests to other University officials. Similar repertoires of specific impressions about mood and attitude were conveyed in appropriate contexts through the activities of discursive demeanor.

(3) A third assumption of the model of performance was that during the negotiation of order phase of a performance, the Ombudsman's capacity to influence the establishment of a definition of the situation would depend upon the establishment of a situated self in the appearance phase of the performance. The findings illustrated that some values and attitudes conveyed through the appearance activities of discursive demeanor functioned conjointly in situations to establish the Ombudsman as a fully qualified expert at defining problems. It was shown that the Ombudsman conveyed the impressions that his special knowledge and information of University operations and his past experiences in dealing successfully with complaints similar to those of a given client constituted instrumental values for clients. When these values were conveyed in conjunction with the attitude proposals that the Ombudsman was explaining or advising toward clients, the net effect
was that the Ombudsman appeared as a "definer of problems."

In this way, the Ombudsman conveyed a set of self-impressions which established him in a position to exercise authority in the subsequent phase of the negotiation of order for problems.

(4) Another theoretical assumption was that during the negotiation of order phase of a performance, the amount of influence the Ombudsman would have on the establishment of a definition of the situation would depend on his manipulations of the agenda and format of conversation with his client. First, regarding agendas, the findings showed that of 167 topics discussed between the Ombudsman and his clients over the fifteen cases, the Ombudsman introduced 108 while the clients introduced 59. In other words, it was clear that the Ombudsman predominated in the selection and introduction of topics that were talked about in connection with the various problems of clients. Moreover, it was found that the selection and introduction of topics by the Ombudsman took on order in conversations. That is, the Ombudsman used information gained from a client in discussing a given topic for guiding his selections and introductions of subsequent topics. In this way, organized lines of topical selection and introduction were built up by the Ombudsman. One way the Ombudsman exercised an amount of influence on definitions of situations was by developing lines of topical selection and introduction which led
conversations to conclusions he considered to be "workable definitions."

In addition, three distinctive formats of discussion were found in conversations: the question/answer format, the explanatory format, and the counter-offer format. The question/answer format was a mode of communication wherein the Ombudsman asked questions and the client gave answers. The cumulative nature of the questioning process, along with the fact that this format maximized demands for the client to provide explanations of his or her views of the problem while minimizing demands for the Ombudsman to explain his views, made the question/answer format particularly functional as a mode of communication for the Ombudsman to exercise a degree of influence upon problem definitions.

The explanatory format was a mode of dialogue in which the parties to a conversation switched activities. The Ombudsman gave descriptive and explanatory statements to which the client responded. However, the descriptions and explanations typically given by the Ombudsman in such dialogues were not presented as representations of his own personal views about a problem. Instead, they were presented as representations of the organizational interests and rules that were applicable to the client's problem. The explanatory format was a mechanism by which the Ombudsman exerted a degree of influence on the definition of a situation by explicitly introducing

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.
into the negotiation his "official" interpretations of the organizational constraints to be taken into account by any workable definition of a given client's problem.

Finally, the counter-offer format was a mode of discussion also characterized by a switch in the activities of the parties. The Ombudsman gave statements and the client responded. In contrast to the explanatory format, however, the statements given in this format represented the Ombudsman's interpretations of the client's interests in a given problem. This format functioned as a mechanism for the Ombudsman to exert a degree of influence on the definition of the situation by providing a mode of communication in which he could generate his own offers to directly define the client's problem.

(5) The next assumption that framed this application was that the range of activities the Ombudsman would undertake in the dramatic realization phase of a performance would be circumscribed by his situated self as established in appearance. It was found that some of the values and attitudes conveyed by the Ombudsman through the appearance activities of discursive demeanor had consequences for the dramatic realization phase of performance. The findings illustrated that impressions of the Ombudsman as one having the authority to make recommendations, to conduct investigations, and to conduct negotiations with other University officials were conveyed
as instrumental values for clients. When these instrumental values were conveyed in conjunction with the attitude proposals that he would make recommendations, conduct investigations, or conduct negotiations; the net effect was to circumscribe the range of possible activities for the Ombudsman to undertake in dramatic realization. The appearance phase had the consequence of circumscribing the activities for undertaking in the subsequent phase of dramatic realization.

(6) Another assumption made prior to the application and analysis was that the specific activities undertaken by the Ombudsman in dramatic realization would be based upon the definition of the situation as established in the negotiation of order phase of the performance. The findings illustrated that the workable problem definitions that were established in the negotiation of order phases of performances functioned to logically specify the activities that were undertaken by the Ombudsman for resolution of problems. In other words, while the Ombudsman's appearance activities circumscribed a range of possible activities for dramatic realization, problem definitions developed in the negotiation of order specified which activities out of the range of possibilities were actually undertaken to bring about resolutions.

(7) The seventh assumption was that the termination of any
performance by the Ombudsman would occur under one of two categories of conditions: the conditions of consummation or the conditions of failure. The findings showed that some of the Ombudsman's performances were terminated when the Ombudsman and the client made the assessments to one another that the problem had been solved or a solution had been contributed to by the Ombudsman's activities. Other performances were terminated when the Ombudsman and the client made the assessments to one another that the problem had not and could not be solved by the performance. The first set of terminating circumstances corresponds with the assumption that terminations would occur under conditions of consummation, and the second set of circumstances corresponds with the assumption of terminations under conditions of failure.

(8) Another assumption regarding the termination of performances was that the goals which terminating conditions would be based upon would be those goals specified in the definition of the situation as established by the negotiation of order phase. The findings illustrated that the workable problem definitions developed in the negotiation of order functioned to specify both the goals that could be achieved and the goals that could not be achieved by Ombudsman performances. In the cases where the goals that could be achieved were judged by the Ombudsman and the client to be
sufficient for resolution, the goal specifications derived from the workable problem definition functioned as a basis for terminating under conditions of consummation. In cases where goals that could be achieved were judged as insufficient for resolution (where the unachievable goals were seen as the critical ones), the goal specifications established by the workable problem definition functioned as a basis for terminating under conditions of failure. In other words, the goals specified by workable problem definitions developed in the negotiatory phase of respective performances provided one criterion upon which parties formed assessments leading to terminations.

(9) A final theoretical assumption made prior to the application was that the terminating conditions of the Ombudsman's performances would be based upon the Ombudsman's and the clients' assessments of the effectiveness of activities undertaken in the dramatic realization phase. Whereas the workable problem definitions developed in the negotiation of order functioned to specify the goals of performances, activities undertaken by the Ombudsman in dramatic realization were found to provide the means of goal attainment. As such, these means were judged by parties to be more or less effective in attaining goals. In some cases, it was found that the activities undertaken in dramatic realization were judged by
parties to have been effective in attaining the goals of the situation. In other cases, it was found that the activities undertaken in dramatic realization were judged to have been ineffective in attaining the goals of the situation. In this way, the effectiveness or ineffectiveness of dramatic realization activities were found to constitute a second criterion upon which parties formed assessments leading to terminations.
CHAPTER IV

SUMMARY AND IMPLICATIONS FOR FUTURE RESEARCH

This study began by noting something that scholars have known for many years; namely, that compliance to a social order can be maintained by rulers and other guardians of that order either by coercive power or by authority. Within that frame, it was indicated that a third option also exists for rulers and guardians. The third possibility is that ruling agents may elicit compliance by making appeals to the existing values and interests of subjects while adjudicating differences and conflicts in terms of their own vested interests in the social order. To put the matter simply, ruling agents may create the illusion of resolution by managing conflicts of interest.

It was then pointed out that the problematics of social control are universal factors facing any rulers or ruling agents in any kind of social organization. The focus of this particular investigation narrowed to a concern for the process of social control through conflict management in the context of formal organizations. It was pointed out that one problematic factor involved in the adoption of safety-valve institutions within social organizations is that their function of conflict management requires considerable interactional skill to
guard against the revelation of the ultimate coercive power which rests behind such mechanisms. It was in this background that the purpose of this inquiry was brought to light.

The central purpose of this investigation was to devise a dramaturgical model and illustrate its utility for analysis of performances associated with the operation of safety-valve institutions in formal organizations. The model itself was pieced together from a variety of directions and emphases which appear in the dramaturgical literature. The application of this model to the activities of the University Ombudsman at Western Michigan University was undertaken as a means for illustrating its utility.

While the circumstances surrounding the development and application of the model of performance in this research focused on safety-valve institutions and their conflict management function, it should be understood that the model may have a considerably wider range of applications going far beyond this focus. However, in the interest of controlling the manageability of my purpose, remarks in this chapter will be restricted to a summary and a presentation of the implications of this investigation.

Summary

In setting up a dramaturgical model of performance, four
theoretical phases were identified and discussed; those of appearance, negotiation of order, dramatic realization, and termination. Appearance was identified as a phase where a performer presents and establishes himself in a social encounter along the dimensions of identity, value, mood, and attitude. Negotiation of order involved the actor's participation and influence in defining situations. Dramatic realization denoted the performer's undertaking of instrumental activities called for by the constructions of himself and the situation, and termination dealt with the conditions under which performances are ended. Assumptions framing the theoretical relations between various components and phases of performance were stated.

Having outlined the model of performance, a background for its application to the University Ombudsman at Western Michigan University was developed. An investigation of the tradition of ombudsman revealed two basic and distinct orientations to playing the role. The prosecutorial orientation was found to emphasize the resolution of conflict by the elimination of structural problems as indicated by grievances within an organization. The mediatory/negotiatory model was a contrasting orientation which emphasized the establishment of procedures for dealing with or managing aggrieved parties. Its aim was to motivate people to participate in the correction of their grievances within organizationally determined parameters as opposed to forcing issues concerning structural change. It was made
clear that this latter orientation provided an exemplar of a safety-valve institution functioning to manage conflict. Also, the background material on university ombudsmen showed that the two distinctive traditional orientations were applicable in university organizations, and that the Ombudsman at Western Michigan University was formally mandated after the fashion of a mediatory/negotiatory of conflict management orientation.

The analysis of the Ombudsman's activity through the performance model did prove to be quite useful in enlightening the process of conflict management. The findings of the application showed this quite clearly. First, the findings illustrated how appearance activities undertaken by the Ombudsman functioned to establish him in the fully developed identity of an authority for defining and dealing with the problems or grievances brought by clients. Secondly, it was illustrated that the Ombudsman was the dominant party in the negotiation of order for grievances. Partly by virtue of his identity as definer of problems in relationships with his clients, he manipulated topical selections and introductions (agendas) as well as modes of discussions (formats) in ways that propelled conversations toward workable problem definitions or definitions of the situation to which "the University" could respond. Third, the findings showed that the Ombudsman's dramatic realizations, activities undertaken to affect resolutions of grievances, were first circumscribed by his appearance
and then specified by negotiated definitions of the situation. In other words, activities of dramatic realization were undertaken in response to a client's problem, but the range of possible responses was first limited by the Ombudsman's institutionally legitimized self-presentation and a particular response was specified from that limited range on the basis of a negotiated definition which determined that the particular response was legitimate according to existing University values and guidelines. Finally, the findings showed that the same negotiated definition of the situation formed one major criterion effecting conditions of termination, and that activities of dramatic realization, which were themselves based upon the negotiated definition, formed a second major criterion effecting conditions of termination. The model of performance was extremely useful as a method for uncovering and organizing the activity system through which the Ombudsman managed conflict within the University.

Implications for Future Research

Having illustrated the utility of a dramaturgical approach for analysis of conflict management processes, a number of potential research directions can be abstracted from this investigation. One such direction is implied in the relationship between the performances of conflict management agents and the social organizations within which they occur. It is obvious from this investigation, that the
expressed purpose of a conflict management agent within an organization would be to uphold the organizational values and guidelines. It is also obvious that the performances of a conflict management agent, if carried out properly, would function to encourage compliance to the values and guidelines of the organization. However, other possibilities exist. One possibility is that the performances of a conflict management agent over an extended period of time may function to extend and clarify organizational values and guidelines. Another possibility is that the performances of such an agent may have radical effects on an organization.

Given the limited number of cases included in this investigation, plus the relative paucity of data concerning organizational values, it was beyond the present scope to determine the manner in which on-going performances may generate extensions and clarifications of an organization. However, one clear example of this possibility can be offered on the basis of information obtained about the Ombudsman at Western Michigan University.

One problem a university organization has to contend with is how to process and adjudicate student grade grievances. At Western Michigan University, a policy statement (cf., Student Academic Rights: Policies and Procedures, Appendix A, page 211) concerning grade grievances was adopted in 1970 at the same time the Office of the Ombudsman was mandated. The policy formally
specified that the Ombudsman was to play a central part in procedures for settling grade grievances. Any student wanting to pursue a grade grievance was required to first contact his instructor to try to work out a satisfactory settlement, and then, in the absence of satisfaction, to contact the Department Chairman involved. If satisfaction was not achieved at those levels, a grieving student could see the Ombudsman who, depending upon his discretion, may attempt a settlement in behalf of the student or may refer the grievance to the University's Undergraduate Committee on Academic Fairness. Quite clearly, the Ombudsman's part in this procedure represented a factor in the extension of organizational values to the problematic area of grade grievances where no systematic policy and procedural statement had existed before 1970. Moreover, the Ombudsman's performances in grade grievance cases over an extended period of time may have functioned to clarify organizational values and guidelines in this area. The potentiality of this happening is indicated by the Ombudsman's own accounts of his long term involvements in grade grievance matters. He indicated to this investigator that, in the beginning years of his tenure as Ombudsman, he tended to "jump into" grade grievances reported by students. He tended to begin negotiations in a student's behalf if the requirements of contacting the instructor and Department Chairman had been met at all. The problem with this direct and immediate approach, he reported, was that it didn't assure that
a grievance had had a fair chance of being settled at the departmental level. Since he saw this as a value for the University, he indicated that in the later years of his tenure he began to take a more "patient" approach to grade grievances by attempting to insure that a student's contacts at the departmental level represented exhaustive efforts to achieve settlements at that level. In this way, the Ombudsman's performances over the extended period of time may have functioned to clarify the University's guidelines regarding grade grievances. Research employing a dramaturgical model in a longitudinal design could result in the determination of the extent to which ombudsmen and other conflict management agencies function to extend and clarify organizations.

Another possible effect of conflict management performances implies a separate direction of research. This involves the possibility that on-going performances of an ombudsman or other conflict management agents may in fact have radical effects in an organizational context. This possibility was first implied in the earlier discussion on the background of ombudsmanship.

To review briefly once again, the historical tradition of the ombudsman presents two basic orientations to playing the role: the prosecutorial and mediatory/negotiatory orientations. The prosecutorial orientation was found to be primarily a conflict resolution and change emphasis, whereas the mediatory/negotiatory orientation
was found to more closely fit the fold of a conflict management disposition. Accordingly, the background information on university ombudsmen provided the opportunity to see that these two basic orientations are also reflected in that specific organizational context; as in the general change and grievance machinery role models spoken of earlier.

This particular investigation, of course, has focused upon an example of the mediatory/negotiatory or conflict management orientation. Because of this focus, care must be taken to realize two points. The first is that the model of performance as given in the first chapter involves a statement about an actor's activities in general. That is to say that while this investigation has used the conflict management focus to illustrate the utility of the model, the model itself should logically be just as useful for uncovering other kinds of activity patterns which serve to influence other participants to an occasion. Indeed, it could logically have been used just as well to uncover the activity system of a radical ombudsman employing a prosecutorial orientation toward conflict resolution and inducement of organizational change. The second point to realize is that the focus of this research cannot be construed as an attempt to suggest that a conflict management orientation is the best model for a university ombudsman or that it is the preferred model among campus ombudsmen. Again, these are questions which exceed the scope
of this study.

With these points clearly in mind, the line of research implied by the distinction between the prosecutorial conflict resolution and change orientation as opposed to the mediatory/negotiatory conflict management orientation to ombudsman can be seen. One issue of concern involves the utility of the dramaturgical method for identifying types of orientations to conflict resolution or management as reflected in concrete situations such as that of the university ombudsman. A broader, but related research direction concerns the utility of the dramaturgical model of performance for establishing whether or not organizational mechanisms institutionalized for purposes of either conflict resolution and change or conflict management actually operate, in terms of the consequences of the performed activities of their personnel, in ways consistent with their manifest purposes.

For example, research aimed in this direction might address the question of whether or not increasing amounts of authoritarianism on the part of high level administrators in an organization would undermine the functioning of a safety-valve institution mandated for conflict management. There is a possibility that the conflict management agent faced with increasingly authoritarian administrative personnel to cooperate with in resolving individual conflicts could begin to perform in ways to subvert organizational values and
guidelines and create pressures for radical change within an organization. This could happen independently of both the organizational charge of the agent and the agent’s personal values and orientations as indicated in a personality profile. The dramaturgical model of performance could be used to debunk a situation such as this and find answers in terms of the actual activities performed by an agent.

It is worth noting that research directed toward these ends could be tricky. For example, personality profiles of ombudsmen or other such agents in an organization may result in the discovery of personality indicators which fit into either a conflict management or a conflict resolution orientation to role playing. However, it is entirely possible that the actual consequences of the performances of such agents will work against their personalities as revealed by the personality indicators. Similarly, it is entirely possible that a university or some other organization may mandate an office such as that of the ombudsman with the clear purpose of a safety-valve institution, then choose a person for the office who fits that purpose, and still be surprised to find the consequences of the agent’s performances, whether intended or not, run against the grain of the expressed purpose.

A final type of research that was not developed in this application, but is implied by it, involves the further development and extension of the dramaturgical model of performance in a manner
which would capture more of the reciprocal influence processes attending various agents of an organization and their clients. The findings of this investigation have provided no reason to rule out the possibility that the clients of a conflict management operation use performances of their own to influence the direction of the agent. Indeed, the possibility of this occurring represents another reason why a conflict management agent may not perform in accordance with his purpose in an organization. That is to say, an officer mandated to manage conflict in an organization may not actually function to manage conflict because he may be influenced in other directions by the performances of his clients.

Research seeking to develop and extend the dramaturgical model in this direction would face the task of elaborating the basic performance elements and their dynamics in terms of a wide range of additional variables. Sticking to the example of a conflict management agent, an extreme number of factors associated with the performances of clients could operate to influence the performances of the agent. Examples of such factors include the degree of centrality the conflict has for the client, variations in client motivations to make initial contact with a conflict management agent, or variations in client perceptions of alternative organizational channels for the solution of conflicts. The unavailability of systematic data for inquiry into such variables made it impossible to explore their
influence on the performances of an agent in this research. Research
directed toward more systematically capturing the reciprocal influence
processes implied by the model of performance would represent a
significant extension of its utility as a method for increasing insight
into the subtle dynamics of activity associated with safety-valve
institutions and other organizational or societal structures.
REFERENCES

Anderson, Stanley

Balint, Michael

Berger, Peter and Thomas Luckmann

Bierstedt, Robert

Blumer, Herbert

Brissett, Dennis and Charles Edgley (eds.)

Burke, Kenneth

Cooley, Charles

Coser, Lewis

Dahrendorf, Ralph
Defleur, M. L. and F. R. Westie

Epstein, Seymour

Etzioni, Amatai

Fishbein, Martin

Foote, Nelson

Gamson, William

Gellhorn, Walter

Goffman, Erving

Goldhamer, H. and E. Shils

Hewitt, Charles

Kornhauser, Arthur (ed.)
Kuhn, Manford and Thomas McPartland

Lenski, Gerhart

Liska, Allen

Little, Jack

Machiavelli, Niccolo

Mead, George H

Mead, George H

Poblano, Ralph
1971 "Campus Ombudsmen in California Universities and State Colleges." Phi Delta Kappan, 52, 580-582.

Parsons, Talcott

Rosenblum, V. C.
Rowat, Donald (ed.)
1968  *The Ombudsman: Citizen's Defender.* Toronto: University of Toronto Press.

Rowland, Howard

Rust, James
1969  "A Campus Ombudsman Looks at His Job."

Scheff, Thomas

Simmel, Georg

Simmel, Georg

Stone, Gregory


Thomas, W. I. and D. S. Thomas

Turner, Ralph
VanderPoel, Thomas
1969 "Student Grievances to be Recognized." The Western Harold, 54, 1.

Weber, Max
APPENDIX A

Selected Materials Collected from Ombudsman Files:
The Parameters of Ombudsman Activities
The University Ombudsman: Mandate

The primary contribution the University Ombudsman makes to Western Michigan University is the confirmation that the University seeks to resolve grievances and provide justice for all members of the University community. To achieve this goal at Western Michigan University, the University Ombudsman has the following prerogatives and responsibilities.

The Ombudsman is a presidential appointee chosen with the active participation of students, faculty and staff and confirmed by the Board of Trustees. Regardless of the present position of the proposed Ombudsman, it is imperative he be a competent, well-known and respected person on the campus and his role as Ombudsman be recognized by faculty, staff and students as one of importance. The appointment is to be for a two-year term with an option of one additional two-year reappointment.

The Ombudsman's ability to function effectively comes primarily from his skill in working with others to resolve difficulties and from the fact he acts under authority of the President of the University, to whom he reports. His role is to investigate and mediate grievances. He must be dedicated primarily to concerns of the individual as opposed to the power of the institution to impose its will. However, his position must be impartial rather than partisan. To be effective in dealing with students, faculty and staff, the integrity of the Ombudsman must be unquestionable.

The Ombudsman will assure simple and rapid procedure for hearing requests, complaints and grievances. He shall investigate such matters, and where he discovers there is a malfunction in the administrative process or an abuse of power, he shall assist the individual in accomplishing a quick and fair resolution of his problem. Some problems he may be able to remedy himself, but when appropriate, he will refer the person to other University members and/or offices. His office will be easily accessible and adequately furnished and staffed. He is authorized to make thorough investigations and shall have direct and prompt access to all University offices and relevant records. He will be alert especially to the chief causes for student concerns, and make recommendations for the elimination of these causes consistent with fundamental purpose of the University. He shall keep written confidential records consistent with University policy regarding records and make periodic reports on the work of his office.

July 1, 1970: Board of Trustees, Western Michigan University
Student Academic Rights: Policies and Procedures

I. Introduction
The University endorses as a guideline for policy the following section from the Joint Statement on Rights and Freedoms of Students.

In the Classroom
The professor in the classroom and in conference should encourage full discussion, inquiry and expression. Student performance should be evaluated solely on an academic basis, not on opinions or conduct in matters unrelated to academic standards.

Protection Against Improper Academic Evaluation
Students should have protection through orderly procedures against prejudiced or capricious academic evaluation. At the same time they are responsible for maintaining standards of academic performances established for each course in which they are enrolled.

Protection of Freedom of Expression
Students should be free to take reasoned exception to the data or views offered in any course of study and to reserve judgment about matters of opinion, but they are responsible for learning the content of any course of study for which they are enrolled.

II. Policies and Procedures
A. Students should be fully informed by the faculty about course requirements, evaluating procedures and academic criteria to be used in each class. This information should be provided at the beginning of the semester or sufficiently in advance of actual evaluation.

B. Procedures for Reviewing Student Grievances--Related to Grading
(1) Students have the right to have all their examinations and other (written) graded material available to them with an explanation of the grading criteria. Faculty should
retain all such material (not returned to the student) for at least one full semester after the course was given. Faculty are not required to return such material to the student but must provide reasonable access to it.

(2) Whenever a student believes he has a grievance regarding a grade, he should first arrange a meeting with his instructor who may be able to explain the reasons for the grade or recommend a change if warranted.

(3) If the student believes that he has not received a satisfactory resolution of his grievance from the instructor, he should then go to the department chairman or head, who may effect a satisfactory resolution through his good offices.

(4) If the student is still dissatisfied after seeing the department chairman or head, the student should next see the University Ombudsman. The function of the Ombudsman in this situation would be to collect information from both the student and the faculty member and then to make a decision that (a) the student's grievance is unwarranted, and should not be considered further, or (b) there is sufficient evidence that the situation be considered by the Undergraduate Committee on Academic Fairness.

(5) The Undergraduate Committee on Academic Fairness consists of three faculty and three undergraduate students.

(6) When a case is presented to the Committee, the Committee shall investigate it, making sure that all interested parties have a full opportunity to present their position. The Committee will be able to recommend (a) no grade change, (b) a change of letter grade, (c) pass or fail or credit or no credit, or (d) any other grade used by the Records Office.
(7) If the Committee decides that there should be no change of grade they will so inform the student, the faculty member, the department chairman or head and the Ombudsman. If the Committee decides to recommend a change of grade, the Committee will first inform the faculty member of its intent so that he may initiate the change himself. If the faculty member prefers not to initiate the change, the Committee will do so by notifying the Dean of Records and Admissions.

(8) To protect all parties involved in any case, the strictest privacy consistent with the Committee's task will be maintained.

(9) Occasions do occur when a faculty member or an administrative official may wish to question a grade or a grade change. In such instances, these procedures, beginning with review by the Ombudsman, shall be available to them.

C. Policies and Procedures Regarding Requirements

(1) All students who seek advice on academic requirements will be provided written copies of their academic adviser's recommendations and students will not be held responsible for errors made by their advisers. This section is not to be interpreted to mean that the student is relieved of the responsibility of meeting the total graduation requirements stated in the catalog in force at the time he was admitted, or in a later catalog if he chooses to meet its graduation requirements.

(2) The student shall not be held responsible for meeting curricular requirements that are not listed or not applicable under the catalog governing the work he is taking.

(3) Every department (shall) provide systematic procedures for students to express their views on matters of program and curriculum.
(4) University policy and implementation of such policy should not be determined and enforced according to the needs of computer programming of records. Special care should be taken to insure that no individual is treated unfairly because of computer problems.

(5) The University Ombudsman will have the authority to investigate complaints and recommend or negotiate fair solutions on behalf of the students.
The Parameters of Ombudsman Activity at Western Michigan University, 1972-73

During the academic year 1972-73, the Ombudsman's Office handled a total of 981 cases. Of that 981 cases, information from 877 (89.4%) cases was recorded and included in the following analysis. Records and information on the remaining 104 (10.6%) cases were found missing. The following analysis was conducted in order to determine the parameters of the Ombudsman's activities at Western Michigan University, specifically with reference to the types of clients received by his office and the types of problems reported by clients.

The Clientele:

Table I

Number of Cases Received by Various Ombudsman Personnel

<table>
<thead>
<tr>
<th>Personnel Title</th>
<th>No. of Cases</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ombudsman</td>
<td>379</td>
<td>52.2%</td>
</tr>
<tr>
<td>Assistant Ombudsman</td>
<td>256</td>
<td>35.3%</td>
</tr>
<tr>
<td>Other</td>
<td>91</td>
<td>12.5%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>726</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

*Missing Data = 151

Table II

Age of Client

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 - 19</td>
<td>19.7%</td>
</tr>
<tr>
<td>20 - 24</td>
<td>64.2%</td>
</tr>
<tr>
<td>25 - 29</td>
<td>10.6%</td>
</tr>
<tr>
<td>30 - 34</td>
<td>2.0%</td>
</tr>
<tr>
<td>35 plus</td>
<td>3.5%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

*N=603, Missing Data =274
### Table III
**Sex of Client**

<table>
<thead>
<tr>
<th>Sex</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>56.0%</td>
</tr>
<tr>
<td>Female</td>
<td>44.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

*N=864, Missing Data = 13

### Table IV
**Status of Client**

<table>
<thead>
<tr>
<th>Client Status</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student</td>
<td>83.2%</td>
</tr>
<tr>
<td>Faculty</td>
<td>6.6%</td>
</tr>
<tr>
<td>Staff</td>
<td>4.1%</td>
</tr>
<tr>
<td>Ombudsman Initiated Cases</td>
<td>2.8%</td>
</tr>
<tr>
<td>Other</td>
<td>3.4%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

*N=865, Missing Data = 12

### Table V
**Year in School--Student Clients**

<table>
<thead>
<tr>
<th>Year in School</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freshman</td>
<td>10.5%</td>
</tr>
<tr>
<td>Sophomore</td>
<td>17.4%</td>
</tr>
<tr>
<td>Junior</td>
<td>24.0%</td>
</tr>
<tr>
<td>Senior</td>
<td>37.1%</td>
</tr>
<tr>
<td>Graduate</td>
<td>11.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

*N=620, Missing Data = 257
The Problems:

Table VI
Problems Handled by the University Ombudsman at Western Michigan University During the Academic Year 1972-73

<table>
<thead>
<tr>
<th>Type of Problem</th>
<th>Frequency</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Academic Problems (Including admission/registration, teaching, grading, records, academic requirements, academic status, other)</td>
<td>349</td>
<td>40.8%</td>
</tr>
<tr>
<td>Student Non-Academic Problems (Including financial, housing, auto use/police, student employment, University facilities/services, personal)</td>
<td>377</td>
<td>44.0%</td>
</tr>
<tr>
<td>Faculty/Staff Problems (Including employment, policy, miscellaneous)</td>
<td>82</td>
<td>9.6%</td>
</tr>
<tr>
<td>General Problems</td>
<td>48</td>
<td>5.6%</td>
</tr>
<tr>
<td>Total*</td>
<td>856</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

*Missing Data = 21

Table VII
Resolution of Problems

<table>
<thead>
<tr>
<th>Resolution Status</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solved for Client</td>
<td>56.4%</td>
</tr>
<tr>
<td>Partially Solved for Client</td>
<td>26.4%</td>
</tr>
<tr>
<td>Not Solved for Client</td>
<td>17.2%</td>
</tr>
<tr>
<td>Total*</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

*N=848, Missing Data = 29
Table VIII
Resolution Strategies

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Action by Ombudsman</td>
<td>21.1%</td>
</tr>
<tr>
<td>Client Referred</td>
<td>40.2%</td>
</tr>
<tr>
<td>Ombudsman explained, advised, recommended</td>
<td>19.3%</td>
</tr>
<tr>
<td>Client solved or withdrew problem</td>
<td>8.9%</td>
</tr>
<tr>
<td>Ombudsman questioned legitimacy of problem</td>
<td>9.0%</td>
</tr>
<tr>
<td>Filed for future reference</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

Total*                                           100.0%

*N= 848, Missing Data = 29

Table XI
Client Evaluation of Ombudsman

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>57.2%</td>
</tr>
<tr>
<td>Good</td>
<td>24.8%</td>
</tr>
<tr>
<td>Average</td>
<td>8.4%</td>
</tr>
<tr>
<td>Fair</td>
<td>4.5%</td>
</tr>
<tr>
<td>Poor</td>
<td>5.1%</td>
</tr>
</tbody>
</table>

Total*                                           100.0%

*N = 488, Missing Data = 289
APPENDIX B

Field Notes Relating to Establishing the Role of Observer and Letter of Agreement
Field Notes

1. October 3, 1973

I had been taking a course in Data Collection Techniques from Dr. Drawer, the University Ombudsman. From the beginning Brawer had used his experience as Ombudsman to exemplify many of the issues of Data Collection. In discussing a topic we might call "use of available data" he mentioned that he had files on the cases he had been dealing with. Since I had continually been interested in his examples as cases of negotiative encounters toward the solution of problematic and conflict situations, I stayed after class and probed his mentioning of available data in his office. As it turned out, the files did not contain the kind of information needed to do what I had in mind, so Brawer offered to have me come to his office to observe his activities on the following day. We thought we might work from there.

The first case at which I was present, was the case of a young student, who had transferred from a community college and had found dorm living to his disliking--the "juvenile behavior" of dorm dwellers was incompatible. He wanted to get out of the dorm in order to get into a more compatible situation, but the university would not let him break his contract. Brawer's solution, of course, was to have him transferred to another dorm (i.e., the problem was not breaking the contract, but finding a more compatible dorm situation). I was left with the question of what the problem "really was": i.e., Did the student really want the contract broken, but found that was not a legitimate problem? Did he really want to continue living in a dorm or did he want out completely? etc.?

It might be expected that in discussing the encounter with Brawer, he indicated that part of his job was to find out just what the problem is. In the case of this student, Brawer felt that he was correct in interpreting the student to say that he really wanted to live in a dorm, but that he had to have a more compatible living situation where he could get his sleep, some privacy, and soon. The question I had was to what extent this conclusion was arrived at through an interactional sequence of offers and responses. In other words, the case may be that the student came in offering the problem of breaking his contract. Brawer's response was. "You've got a tough one."
Student: Yes, but you see the problem is that I can't get any sleep or anything. Well, last night is a good example.

This was followed by the student relating numerous events of the preceding night which he found disruptive to his sleep and privacy.

Brawer: Then let me see if I am correct in my interpretation. You would like to live in a dorm if it were a little quieter...?

Student: Well, you see I was in the army for a couple of years and then I went to a community college and just transferred here. I came here looking forward to living in the dorm with serious people and meeting people, but I never dreamed it would be like this. It took me five years to get to a big university, and look what's going on. I mean, I just didn't think it would be like this, I was a bit naive...

Brawer: Well, would you be against cooking your own meals.

Student: No--I would have to anyway.

Brawer: Well look, we have a little flexibility in the dorms. Have you thought about another dorm. We might get you transferred to a dorm with older students, etc.

Student: Well--I don't know...

Brawer: Let me call up housing and see what we can do.

Brawer talked for a few minutes, but in very vivid terms, about the engendering process of the "office." He recalled that it was agreed from the beginning that "he" would be located in the University Student Center, but that there was a problem because most of the space there is "revenue producing." At first they wanted to put him away in a small dingy office in the basement, but he firmly refused that on the grounds that he needed an available space. Then he came up with the idea of partitioning off part of the second floor lobby, but "they" weren't too hot on that idea. Finally, they agreed to seal off a section of a conference room on the second floor which he said has worked out real well in terms of availability.
He continued on with a discussion of the office decor: the
furniture is normal student center furniture, except for the couch
which cost about $100 more than usual--"I insisted on that." The
decorator, he thought, did a real nice job of color coordinating, and
he had gone to the Art Department and obtained some nice painting
and so on. According to Brawer, the decor of his office has "really
worked out" to create an atmosphere for dealing with upset people.
In addition, he recalled the importance of having a nice office for
establishing the authority of his position:

"After a while my friends, professors, and
so on started dropping by to see the lay out.
They said, 'gee this is one of the nicest
offices in the University.'"

He thought the nice decor had helped to establish the status
and authority of his position.

2. October 11, 1973

Had a meeting with Brawer most of the morning and began
to work my way into his office. We discussed the availability of
various kinds of information I may need. The problems of rapport
are beginning to surface as of now. Brawer is trying very hard to
keep on the level about any doubts he has, but the fact is that he has
indicated some concern for damage I might do to his office. I did
not assure him that would not occur, but indicated that the investigation
might produce some reports that could be interpreted in a demeaning
way. I said I would try very much to strive for clarity and precision
in order to guard against misinterpretation.

Perhaps the most difficult problem at this point in making
my role as an observer is with regard to Bryna, Brawer's assistant
(and a close one apparently). I have had only one discussion with
her to date which was "to get to know something about each other." My other contact with her, and the secretary Genine, has been of a
strictly businesslike character-i.e., asking them for information
in the files, etc. Nonetheless, after our meeting today, Milt called
to ask me to come over and talk with Bryna because she had indicated
that he has some reservations about me. She used the term
"supercilious" according to Brawer. I made an appointment for
tomorrow and try and work out the problem with her.
I might add, that I ran across Brawer and Bryna at the lunch hour and spent some time in relaxed informal conversation with them. I attempted to bring up the problem with Bryna, but she indicated it should wait till tomorrow in the office.

3, October 12, 1973

Had about a one and one-half hour talk with Bryna at which we discussed the problem that had come up between us. She began the conversation by laying out her ill feelings toward me. She explained that the status differentials which are formally defined in the Ombudsman's office did not operate or were not exercised—that everyone was looked upon as an equal and that every problem in the office is everyone's problem. The term was that everyone "loved" each other. This meant that in the view of the people in the office, Milt's activities could not be separated from those of the other office participants. She indicated that I had seemed to be attempting to come between these close relations by taking Milt away, or setting him off, from the others as I focused in on my subject.

This move that Bryna took to open up and lay her perceptions out did make me less defensive in the situation (my own defensiveness in the situation was in my mind a factor in my initial indifferent and "supercilious" behavior toward Bryna and Genine). Therefore, I began to open myself to Bryna, admitting to my defensiveness, and explaining the nature of my task of creating an observer role in the situation.

I explained to her that my objective was to zero-in on the encounters Brawer has with the clientele and that I intended to take him as the "star actor" or director of negotiations. Furthermore, I intended to bring her and the other staff members into the picture only to the extent that "back-stage huddles" between themselves and Brawer have an effect on such encounters. Continuing on, I explained that I had somewhat consciously chosen to be aloof with her and Genine in the beginning because I had to create a role that would allow me to participate in their world, yet retain objective detachment. I had been indifferent in order to produce an initial response to me so that I would have some idea of how much and what kind of participation they would allow me and expect of me. I did not want to be negotiated into a personal commitment to their reality even though I did want to understand it.
Bryna then took the position that it would be impossible for me to be accepted in the situation unless I was willing to be a full participant. At this point, I argued that I could participate in the situation, but that my participation would be directed towards somewhat different ends, and that our different purposes, her's being to primarily strive toward doing her job well as Assistant Ombudsman and mine being to do a thorough investigation of a social situation, did not have to be incompatible, but different. I also admitted that perhaps I had slighted her and Genine by assuming that the traditional office status differentials between Ombudsman, Assistant, and secretary would be operative. This meant that I would have to reconsider my conceptualization of the situation to the extent that I is based upon that assumption.

In the end, Bryna, Dr. Brawer (who had joined toward the end of our discussion) and myself seemed to agree that I could not remain an aloof non-participant observer, and that the nature of my participation would have to be worked out carefully. That I would be expected to take part in the "intimacies" of the office if I were going to observe them. It is my understanding at this point that the primary reason for this is because this involves very open and rigorous self-appraisal and appraisal of the others--"no holds barred," and that this is such a vital procedure in the office that it cannot be interrupted by the presence of "outsiders."

The indication I got from the whole situation was that Bryna remained somewhat skeptical of me but was developing a sincere respect and admiration for my frankness and "gustiness," as she put it. She indicated a sincere willingness to work with me on points of contention that might arise. Milt was happy with this development because he is openly excited at the prospective outcomes of my research, but he is also, as he indicated, primarily concerned with the smooth functioning of his office.

4. October 18, 1973

My role as observer in the Ombudsman's Office is beginning to become more stable at this point. It is true that I am still "settling in," but I have generally been accepted as a part-time participant in the situation. A number of gestures have been extended by the staff to make me feel welcome. I have been assigned a desk and have been given a key to the office. Bryna has begun to take the
initiative of acceptance by small gestures such as bringing me books and other literature that she thinks I might be interested in, she has shown an interest and willingness to discuss her views toward such literature in an open way. Genine, the secretary, has also moved to make me feel accepted. I arrived at the office one day and noticed a plant on my desk with a note saying she hoped it would "Brighten up my desk." I left her a note of thanks for the thought.

In addition to all this, Dr. Brawer and I have begun to move a little toward defining our relationship. I have hinted to him that I may need some long blocks of time to discuss some issues with him and that we may want or be better off to do this in some evenings. He gave me a "qualified yes." I replied that there is no reason why it couldn't be fun too. His reply was jokingly, that he knew there were redeeming qualities about me.

5. January 15, 1974

On returning from Christmas vacation, I have noted that I have been thoroughly defined as an affiliate of the Office. The other day, Brawer expressed to me that he would like to make some minimal input into the process of selecting his successor, who is to take office next year, but that he didn't feel that the Ombudsman should have any influence. When I volunteered to "talk for him" he said that that would not be acceptable because of my affiliation with the office. Also, I have been given a staff title with all the visible signs of belonging (name plaque for my desk, etc.).
Letter of Agreement among Participants in a Study of the Office of the University Ombudsman at Western Michigan University

During the fall semester 1973, Milton J. Brawer, University Ombudsman at Western Michigan University and Kenneth Stewart, Ph.D. student in Sociology at Western Michigan University met to explore the possibility of a sociological dissertation studying the University Ombudsman's office and activities.

The following points have been agreed upon by Dr. Brawer, Mr. Stewart, and Dr. William S. Bennett, Chairman of Mr. Stewart's Doctoral Committee, acting for the committee:

1. Dr. Brawer agrees to provide access to selected professional records and other sources of information and data relative to the objectives of the proposed study. Such access is by approval of Dr. Brawer, and is dependent upon his assessment of the particular data or activities. First priority will be given to (a) maintaining confidentiality of case materials and the identity of individuals involved in any particular case; (b) the current status of the case (i.e., some current cases may not be made available because it would affect their disposition), and (c) the sensitivity of a particular case to individuals or the university in general. In all such instances, Dr. Brawer will have complete authority to decide. Any involvement of other staff members of the Ombudsman Office will also be approved or denied by Dr. Brawer and is contingent upon the voluntary cooperation of the staff member. It is understood that the intent of this agreement is to provide Mr. Stewart with sufficient materials to carry out his study though Dr. Brawer retains full authority to deny access to selected activities and records.

2. Mr. Stewart has agreed to act as the principal researcher and observer for the proposed study, and his research and observations will be directed
toward a precise and objective analysis of the activities of the Ombudsman and his staff as they engage in the process of resolving grievances among members of the university community. The research objectives are as stated in the attached research proposal.

(3) Mr. Stewart agrees to be fully responsible for the selection of his Doctoral Committee and is guided by them according to university and departmental policy. Dr. Brawer does not participate in this relationship between Mr. Stewart and his committee.

(4) Mr. Stewart and his Doctoral Committee agree to maintain confidentiality of information which could affect the privacy and integrity of any and all persons who may be involved in any of the cases or activities brought to this office. This granting of full confidentiality means that the data Mr. Stewart collects and analyzes will be handled so that no individual can be identified. If specific cases are to be discussed, the cases themselves as well as the individuals will be sufficiently disguised so that no identification can be made.

(5) Mr. Stewart and his Doctoral Committee agree to submit to Dr. Brawer any and all materials resulting from this study prior to their printing, publication or dissemination. Dr. Brawer has full authority to edit such materials in the draft stage for the sole purpose of protecting the identity, privacy and integrity of individuals involved in the cases studied.

(6) The research goals of this study are to identify, describe and analyze social processes that take place within the Ombudsman's office. The intent of the study is not to be evaluative of the staff, clients or other individuals who may be involved with the activities of the office.

Except for the conditions noted above, Mr. Stewart's freedom and integrity as a researcher are fully recognized. His right to report fully and objectively the results of his study are assured.

Signed,

Milton J. Brawer, University Ombudsman
Kenneth L. Stewart, Researcher
William S. Bennett, Chairman Ph.D. Com.
APPENDIX C

Information Sources Integrated into the Ombudsman's Record Keeping System
Case Sheet

Name ___________________________ Date ____________
Local Address _______________________ Telephone __________
_________________________________ Age ___ Sex: M___F___

If "Student": Curriculum ________________

Major ____________________

Check One: Class: Freshman___ M.A.______
Student ___ Sophomore___ Spec._____
Faculty ___ Junior______ Ph.D._______
Department Chairman ____ Senior______ Prog._______
Academic Staff ____
Non-Academic Staff ____
Other ___

I wish to consult the Ombudsman About:

I already have spoken to the following University person(s) about this matter:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Outcome</th>
</tr>
</thead>
</table>

Type of Problem: Resolution:

Client Evaluation: Ombudsman Evaluation:
Source of Problem:
The University Ombudsman would appreciate your evaluation of the office's efforts to resolve the problem you brought to our attention recently. Feedback provided by our evaluation will assist the Ombudsman in his efforts to serve students, faculty and staff.

Please use the enclosed post card for your evaluation and comments. If you have any questions concerning this request, call 383-6200.

Sincerely,

Milton J. Brawer
University Ombudsman

Client Evaluation Card

Please respond to the statement below by placing an (X) beside the word which best describes your feelings as to how well your problem was resolved.

I consider the resolution of my problem by the University Ombudsman's Office as:

Excellent ( ) Good ( ) Average ( ) Fair ( ) Poor ( )

Comments:

Your name ____________________________
APPENDIX D

Information Sources Developed by The Researcher
Ombudsman Background Interview #1

1. Generally when do you consider a problem to be solved? What are the indicators or symptoms of a solved case? Partially solved? Not solved?

2. What are the characteristics of various kinds of solutions? (i.e., direct, by referral, by advice)?

3. How is advice leading to a partial solution different than advice leading to solution; in other words, how can you tell if your advice leads to a partial solution or a solution?

4. What do you consider to be an improvement in a case?

5. On what grounds do you reject the legitimacy of a case? How do you identify an illegitimate grievance?

6. What kinds of things do you learn from client evaluations of cases? What do they tell you? Do you think their criterion of evaluation are different than yours? How?

7. What kinds of things do you take into account in evaluating a case? What are your criterion of evaluation?

8. What do you consider in deciding how to approach a resolution to problems? (type, people involved, nature of conflict, etc.).

Ombudsman Background Interview #2

In being around the office and working with you over the last few months, I have noticed a considerable amount of attention to appearances around the office (both personal appearance of the staff and appearances of the setting).

1. How circumspect are you about appearances?

2. What do you think appearances (personal and setting) communicate about yourself? A. Clothing and grooming? B. Setting?
3. What do you think your appearances (personal and setting) communicate about what you do and how you do it?

4. How many of your clients do you have personal relationships with--do you know personally?

We might think of appearances as involving two kinds of dimensions; relatively fixed dimensions (settings/clothing, etc., needing selection and maintenance primarily), and more flexible dimensions (movement and positioning in setting, bodily gestures, facial expressions, tone of voice, etc.).

5. How circumspect and self conscious are you about such flexible and varifying dimensions of appearances such as tone of voice, gestures, facial expressions, positioning, etc.?
   a. Why are you conscious of such things?

6. What sort of things do you try to communicate to clients and others through these flexible dimensions of appearance?

7. What sort of impact would you say these fixed and flexible dimensions of behavior have on the course of your interaction with clients?
   (Probe: identity establishment--value (structural), mood (interpersonal), attitude (direction).

You have said many times that the first thing to do in dealing with a client is to define the problem.

8. Does this mean that a client sometimes does not know what his/her problem is? a. What does the client know?

9. What are the dynamics of this process of defining the problem?

10. How does a client's mood, appearance, manner of presenting a problem affect your identification of the problem?

11. How important is it that a given client and yourself arrive at a similar or common identification and definition of the problem?
   a. How hard do you work with clients to establish such a definition of the problem?
b. Do you think you force or influence alternative definitions or partial adjustments of definitions on clients?

c. How important is it to define the problem in terms that it can be dealt with? For you—for client?

12. What kinds of things to through your mind when you look at a client's description of his problem on the case sheet?

It seems reasonable to assume that clients come to you to talk about their problems because they expect something or anticipate that you can do certain things. I realize that they may anticipate or expect that you can do no more than simply listen with a personal sympathetic/empathetic ear. On the other hand, they may anticipate that you can do something for them.

13. Do you think your appearances (the way you "come-on") and the way you go about arriving at a definition of a problem would give a client any impressions about what you have/can/will do? In other words, do you make some "tacit promises" to your clients at the initial stages on an encounter?

14. Could you describe the nature of these promises?

We need to talk and assess responsibility for a moment.

15. Who are you most responsible to:
   a. Clients or "defendants"?
   b. Students or faculty/staff?
   c. Individual interests or institutional interests?

16. What are 4 or 5 of the hardest things to learn about being an Ombudsman?

17. What do you see as the "value" of an OB, ? i.e., What are the essential contributions to the individual and the institution? How do you communicate these values to individuals and "the institution"?

18. What is the importance of building a cooperative relationship with various administrators and offices around the university? How does this contribute to exercising or maintaining your value as OB?
19. After arriving at a definition of a problem, do you generally make what you can or will do about it, or in relation to it, clear to the client? How? (sometimes in his presence?) (Probes).

20. What influence might the process of defining a problem have on the resolution that is eventually reached? (Do problem definitions point to resolutions)?

21. You have told me that you consider a problem to be solved when it is solved from the client's perspective (i.e., in terms of his statement): What does this generally mean in an interactional framework—i.e., in terms of social relationships between clients, defendants, and the Ombudsman?

22. Two of the key dimensions of an Ombudsman's role are the maintenance of independence and impartiality. What is the secret to maintaining these dimensions within the institutional setting?

23. What is the function of your role with regard to conflict in the University—i.e., are you a resolver, controller, etc.?

24. How would you describe the relationship between solving grievances and changes in the university—how does change evolve from solving grievances?

25. The concept of an Ombudsman includes adjudication and provision of justice. What is your conception of justice? How is it achieved?
Program of Appearance Form

Clothing of the day:

___ Dressed (Coat, clacks, shirt, tie)
___ Half 'n Half (Coat, shirt, tie, jeans)
___ Casual (Jeans, sweater, etc.)

Comments: __________________________________________________________

Initial Greeting:

___ Behind desk
___ Inner office; sitting
___ Inner office; standing
___ Outer office:

   ___ Standing

___ During staff discussion
___ Already there
___ To greet client
___ Client/OB already know each other

Words of Introduction: _____________________

Non-verbal behavior:

Gestures: ___________________________

_______________________________

_______________________________

Response: _________________________

_______________________________

_______________________________

Case # __________
Ombudsman Client Interview

Case #

Date

1. Could you describe the nature of the problem you took to the Ombudsman?
   Probes: Get full cast of characters.
   Discrepancies from original statement.

2. When you went to see the Ombudsman, what did you think his job was?
   Probes: Try to get their structural conception of position.

3. Why did you think the Ombudsman would be able to help with the problem?
   Probes: Characteristics and capabilities of the Ombudsman.

4. Now that you have seen the Ombudsman, was he the kind of person you expected him to be?
   Probes: Get impressions about characteristics and capabilities of the Ombudsman based on their experience.

5. What were your feelings about the problem when you went in to see the Ombudsman?
   Probes: Feelings about the problem situation.
   Change of feelings as a result of seeing Ombudsman.

6. How would you characterize the general spirit of your meeting(s) with the Ombudsman?
   Probes: Atmosphere, emotional atmosphere, emotional tone, mood, temper, temperament.

7. Do you think the Ombudsman fully understood the nature of your problem?
   Probes: From client's point of view?
   Explanations of points of misunderstanding.

8. Did the Ombudsman make it clear to you what he intended to do about your problem?
   Probes: Process of keeping the client informed.
   Specificity of client's impressions.
Perceive divergencies from indicated attitudes. Could Ombudsman have done better.

9. How do you feel about the outcomes of the Ombudsman's actions?
Probes: If outcomes fall short why did client settle for it.
In order to frame the discussion of appearance programs for specific cases, the interview will open with a general summary of appearance gestures for the case to be discussed. The summary will include a statement calling to mind the client, the type of problem, and a statement about what the Ombudsman was doing and how he greeted the client when the client came in. Discussion of the appearance program will then be geared to the specifics of the case as observed and reviewed by the interviewer at an earlier date. The discussion will be geared toward an exploration of the three dimensions of appearance that have been outlined: value, mood, attitude. These dimensions will be dealt with in terms of the interactional processes (i.e., what was meant to be communicated and what probably was communicated) as they are recalled at the time of this interview.

1. Could you just summarize what you felt to be the specific salient dimensions of this client's particular problem?

2. Which of these dimensions do you think are relatively unique qualities of the particular case, and which ones would you say are rather common to cases of this sort?

3. What dimensions do you think the client was not aware of when he/she came to see you? (i.e., are these interpretations that you added to the client's perception of the problem?)
   A. Probe: divergences from client's statements of the problem.

4. What were your reasons for making or adding these interpretations to the problem--why did you define it this way? (Push for specific reasons)

5. Did you explain this line of reasoning to the client in more or less the same way that you have here, or were there some points you did not explain to the client for some reason?
6. Do you think you understood the problem from the client's point of view?

7. Would you describe the line of action you took on this problem?

8. Why did you pursue it in this way?

9. What reasons did you give the client for pursuing it in this way?
   A. Probe: divergences from reasons given by client.

10. How could you have done a better job in this case?

11. Why did you categorize this as a _______ type of resolution?

12. Why did you evaluate your performance as _______?

13. Why do you think the client's evaluation was _______?

14. How would you say this resolution benefited: the client, the other involved parties, the university, your office?
APPENDIX E

Case Summaries
In accordance with the agreement of confidentiality (Appendix B) under which this research has been carried out, the following summaries of the cases are written to insure the privacy of sensitive case materials and the anonymity of the Ombudsman's clientele. This has required minor adjustments in the content of the cases, but the accuracy of events reported has been scrupulously maintained.

Case 1. Lack of Financial Aid in a Graduate Program:

During February, 1974, four graduate students who were working toward their masters degrees in one of the University's new health and human service fields, came to see the Ombudsman. The students, Dan, Art, Bill, and Chuck, were concerned about the lack of financial assistance available to graduate students in their program. They related two significant events that had precipitated their visit to the Ombudsman.

First, the Board of Trustees of the University was about to vote on an increase in tuition. This increase was expected to be quite steep, and these students thought it would cause extreme financial hardship for graduate students in their department who were generally not subsidized.

Secondly, in consulting with their Department Chairman, the students had learned that the department had made several requests over the past few years for graduate assistantships from the Graduate School. These requests had been successively denied. This turn of events was perceived by the students as a lack of support for the program on the part of the University.

Finally, as an open question, the students wanted the Ombudsman to suggest any means for gaining financial support that he may have known about.

In response to the student's problems, the Ombudsman informed them of the University's position on the tuition hike, and the Graduate School's position on granting assistantships and other graduate awards. This informative process was coupled with advice concerning various means of gaining support that could be explored and investigated. His advice included:
1) The possibility of second year students establishing Michigan residence, thus, freeing them from non-resident tuition rates.

2) The possibility of securing graduate assistantships with smaller stipends than usual, but with non-resident tuition waivers. Also the possibility of getting non-resident tuition waivers attached to other types of graduate awards more available to the students in their program.

3) The possibility of gaining graduate support through departmental proposals to outside agencies.

4) Establishing close communication with the Student Financial Aids Office so that those wishing to apply for loans would have information and assistance available within the department.

5) The possibility of tapping support being generated for the newly proposed College of Health and Human Services of which their department was a part.

6) The possibility of creating departmental jobs under the University's work-study program.

7) Exploring part-time jobs in community agencies (particularly those closely related to the student's field of study).

The Ombudsman rounded out the encounter with Dan, Art, Bill, and Chuck by volunteering to relay their concern and his advice to the Department Chairman. Later the same day, the Ombudsman called the Chairman and relayed the information. A month later he ended his involvement in the case with a follow-up call to Dan. He reported that the tuition hike, which had turned out not to be as large as anticipated, had relieved some of their concern, and that the department seemed to be getting started on exploring new means of support, some of which the Ombudsman had suggested.

Case 2. A Problem of Meeting Program Requirements:

During the final days of February, 1974, Ron came to the
Ombudsman's Office claiming that his program advisors had unduly requested that he take a leave of absence from his job to complete a field placement required for his program of study. Ron, a senior near graduation, claimed that he had started his field placement at the beginning of that semester (Winter, 1974). On the first day of his placement, a supervisor at the agency where he was placed asked him to apply for a job that was open at the time. Since the job required the performance of duties that were the same as Ron's field placement (both full time), he applied for the job and got it. Two weeks later, he informed his field placement advisors (Jim and Tom) of this development. They had no objections. Shortly after this, his supervisor at the agency (Bud) became ill for about two weeks. When he returned to the job, he seemed uneasy about Ron's field placement, but he couldn't specify the problem. He gave Ron a favorable evaluation at midterm, but when Jim and Tom visited the agency, shortly after midterm, they also found Bud uneasy. In a meeting with Bud and Pete (Bud's supervisor at the agency), they suggested that Ron take a leave of absence from the job to complete the field placement. In Ron's view, they were asking him to perform the same duties without the pay.

The Ombudsman responded to these claims by questioning Ron on the details, seeking a reasonable account of why Jim and Tom would recommend a leave of absence when the duties associated with the field placement and the job were the same. When the client failed to produce a satisfactory account (he offered several), the Ombudsman brought the encounter to a close, saying he would investigate the situation and get back to Ron.

Later that day, the Ombudsman telephoned the Chairman (Dick) of Ron's department. Dick reported that he had heard about some conflict between Bud and Pete at the agency which was preventing Ron from getting a proper field experience. He said he would look into it and have the Ombudsman contacted.

Two weeks later, the Ombudsman was contacted by Tom, one of Ron's field placement advisors from the University. Tom wanted to inform the Ombudsman of a decision that had been made regarding Ron's situation. Ron, Bud, Pete, Jim, and Dick had all been informed of the decision that Ron's field placement had been terminated because his activities at the agency had not coincided with a format of activities scheduled at the beginning of the placement.

A week after receiving Tom's message, the Ombudsman called Ron to get his reaction to the newly developed decision to terminate his placement. Ron reported that a meeting was being
set up by Pete, of the agency, with Dick, Tom, and Jim, of the University, to review Ron's placement. Ron was also going to attend the meeting. The Ombudsman offered to be available for the meeting if Ron would initiate the request and the others would agree. Ron agreed to contact the Ombudsman if that would be desirable.

Three weeks later, the Ombudsman's Office contacted Ron to see what had developed. He reported that his field placement was not going to be accepted by the department, and he was now in the process of working out another placement with Tom. He said he didn't think the Ombudsman could be of any help at that point.

Case 3. A Problem of Filing a Student Insurance Claim:

Early in March, 1974, Bonnie came to see the Ombudsman because she had filed a claim on her student health insurance which she was having trouble getting acknowledged. Her position was that she had filed a claim in November, 1973, and in January had received notification from the insurance company denying the claim because it related to a pre-existing health condition. Bonnie claimed that her physician had verified that the condition was not a re-occurrence. Thus, she wrote a letter late in January protesting the denial. The letter of protest had received no reply, and even phone calls to the insurance company were not accepted. Furthermore, Bonnie had filed a separate claim for services rendered during December, 1973, and that had not been acknowledged.

After going through the details with Bonnie, the Ombudsman decided to refer the case (along with relevant documents) to Carl, the Vice President of Student Services at the University. The client agreed on this action.

By early April, the Ombudsman had obtained all the relevant documents from Bonnie and turned them over to Carl. Carl agreed to pursue the case. Two weeks later, the Ombudsman was informed by Carl's office that the case was being looked into by a representative of the insurance company. A few days after receiving this information, the Ombudsman called Bonnie. She had received a letter from the insurance company stating that there had been a mix-up in their records. Her December claim would be honored, and the November claim would be investigated and reviewed.
Case 4. Meeting University Requirements for Michigan Residence:

Dillon came to the Ombudsman's Office in the middle of March, 1974, to get some clarification of the requirements for students to establish Michigan Residence. He had applied for residence to get in-state tuition rates, and it was denied. He could not get a clear explanation of the requirements for residence from the University Controller's Office.

The Ombudsman explained the University's residency policy in detail, emphasizing that the central criterion for residence was an indication of intent to reside in Michigan after the completion of a student's education. The Ombudsman then advised Dillon, who had only been in Michigan since the beginning of the school year, to remain in Michigan during the summer and get a job. Then he should apply for residence again in the fall and see what would happen.

Case 5. A Student wanting to Drop a Class:

Toward the end of March, 1974, Jack came to the Ombudsman about dropping a class. It was past the deadline for dropping classes during that semester, and Jack wanted to see if he could get a late withdrawal. His claim was that he was simply overworked, and since the class was not required for his program he would like to drop it.

While questioning Jack about his situation, the Ombudsman found out that his current grade in the course was "A" or "B." He suggested that Jack ask the instructor for an incomplete. Jack seemed uneasy about this suggestion. He indicated that he did not want to make-up the course in the future. The Ombudsman then spent some time explaining the University's policy on incompletes, convincing Jack that he would not necessarily have to do a make-up. The Ombudsman offered to call Jack's instructor for him, but Jack agreed to talk to the instructor himself.

A few days later, a staff member of the Ombudsman's Office contacted Jack to follow-up. Jack reported that the instructor had agreed to give him an incomplete, and he thought he would take it.
Case 6. A Problem of Returning Course Materials to a Student:

Toward the end of March, 1974, Mickey came to the Ombudsman complaining that a professor (Willard), who had been his instructor for a drafting class, would not return a drawing that was particularly valuable to Mickey. Mickey had taken the course during the Fall semester, and had submitted the drawing as part of the course requirements. He had since been in touch with Willard about ten times to get the drawing back, and Willard would not return it.

After explaining to Mickey that professors technically have the right to hold on to materials submitted by students, the Ombudsman turned to an exploration of the possible reasons why Willard might have withheld the drawing. Since Mickey could offer no reasonable account, the Ombudsman agreed to call Willard. A week later, the Ombudsman reached Willard who said he would gather the material and return it to Mickey the next week. The Ombudsman then called Mickey to relay the information. The return of the material was held up for an extra week because Mickey had to go out of town, but by the middle of April, Mickey had retained his drawing.

Case 7. A Problem with Meeting Departmental Graduate Requirements:

Harry came to the Ombudsman in late March, 1974, because he had gotten a "C" in a graduate course, and his Department was going to require him to repeat the course. Harry was near the end of his graduate program. He had an over-all grade point average of 3.8. He did not want to repeat the course, but the Department had an established policy of requiring its graduate students to repeat courses when a grade less than "B" was earned.

The Ombudsman approached Harry's problem by exploring alternative ways of getting around the requirement. First, he and Harry discussed the possibility of a grade grievance against the instructor. Both agreed that there was no basis for a grade grievance. Then the discussion turned to the possibility of appealing the Department decision requiring Harry to repeat the course. Both agreed that there should be an opportunity to appeal, but neither knew of any procedure for doing so. The Ombudsman agreed to look into the possibility.
The Ombudsman immediately called Marty, the Chairman of Harry's Department, and inquired about the possibility of appealing the decision. Marty advised the Ombudsman that there was a Departmental Grievance Committee to handle such matters. Harry should write a statement to Marty and the Chairman of the Departmental Grievance Committee requesting an appeal.

Upon receiving this information, the Ombudsman relayed it to Harry. Harry said he would file a case through the Departmental channels.

About three months later after several attempts to follow-up, the Ombudsman spoke to Harry. He reported that he had requested a hearing as was suggested, but before the hearing was set up the Department dropped its policy of requiring repeats. Harry was freed of the requirement, and the appeal was not necessary.

Case 8. A Grade Grievance.

In the closing days of March, 1974, Caren came to see the Ombudsman about a grade she had received in a biology class during the Fall semester. Caren claimed that she had completed all the professor's requirements for an "A" in the course (the requirements were clearly stated at the beginning of the course), but had received a "B." When Caren went to see the professor about the grade, he said that she should have been given an "A" but "he was not in the habit of changing grades." Thus, Caren claimed that she had performed at the "A" level, and had appealed to the professor to change the grade with no success.

The Ombudsman began his response to Caren's claim by informing her of the Student Academic Rights Policy, a University policy which specified procedures for grieving grades. The Ombudsman noted that the policy required Caren to see the instructor and then the Department Chairman before the Ombudsman could get involved. Caren had seen the instructor, but had not seen the Chairman. She had an appointment to see him the next week.

The Ombudsman proceeded to explore Caren's claim in detail. He found that Caren had been excused from one of five exams because of illness. The four exams she completed averaged to an "A." She had completed 100 biological drawings, five biological slides, and had received an 85% on a term paper to meet other requirements. A "pure culture" was also required, and Caren
indicated that the professor had examined and approved it. She thought that she could get another student who could testify to that fact.

After completing his exploration of Caren's performance in the course, the Ombudsman advised her that the professor may have seen her as a "borderline" case, but she should follow through and see Grant (the Department Chairman) about the situation. If she was not satisfied after seeing him, she was to come back to the Ombudsman.

The next week, the Ombudsman called Caren to learn the outcome of her meeting with Grant. She said she had seen him, but she had to check back with him before she would know anything. She would get back in touch the next day. After checking back with Grant, Caren informed the Ombudsman that he had said there was a misunderstanding between the instructor and Caren. If she would see the instructor again, the situation would be cleared up. Two weeks later, Caren stopped by the Ombudsman's Office to say that the instructor had agreed to change the grade.

Case 9. A Problem with a Professor's Classroom Conduct:

At the end of March, 1974, Kent and Gary came to see the Ombudsman to complain about the way one of their current professors (Hank) was conducting a class. Their complaint was that Hank, who was a part-time instructor, was not at all enthusiastic about his course. His classroom procedures and presentations were said to be extremely poor. In fact, he really hadn't done much except take notes and badger students who were making presentations. Indeed, some of his comments to and about students were alleged to have nothing to do with their academic performance. They were personal criticisms. In addition, his choice of texts was described as being very poor, and his testing procedures were also questionable.

After discussing these allegations in some detail and explaining the students' rights under such circumstances, the Ombudsman asked Kent and Gary what they would like to be done. They replied that they would ultimately like to see Hank prevented from teaching because no other students should have to get stuck with him.

The Ombudsman followed this reply with an explanation of what might be expected if the allegations were presented in the
direction suggested. He explained that the allegations would have to be investigated by the Ombudsman and the Department Chairman (Moss), and that such an investigation would take some time. While the Ombudsman's Office would support their right to grieve the situation, the students could expect to incur some negative reactions from others. After some discussion of these possibilities, the Ombudsman again asked Kent and Gary if they wanted to pursue the case to the extent they had suggested. They held their ground.

The Ombudsman then asked the students to wait in the reception room while he called Moss. The Ombudsman explained the allegations to Moss, stressing the potential seriousness of the situation. Moss initially responded by claiming that Kent had been in to complain to Moss about any number of things, and he seemed to be a "chronic complainer." Besides, Moss claimed that he had seen Hank give presentations which were knowledgeable, well prepared and competent. The Ombudsman countered by stressing the potential seriousness of the allegations once again. He suggested that Moss had better discuss it with Hank. Moss agreed.

After the phone call, the Ombudsman called Kent and Gary back into his office and reported the conversation with Moss. He advised them to continue going to class and just "play it cool." Kent and Gary then suggested that they might get a petition signed by class members to support their case. The Ombudsman agreed that it might be useful and advised them on how to draw it up and get the signatures so as not to generate unnecessary antagonism.

The following week, Kent returned to the Ombudsman's Office to report on how Hank's class had gone that week. Kent reported that the class had been the best so far. Hank had made a "real effort to have communication with students." Also, the petition had been signed by ten of the twenty-one students in the class and a copy would shortly be coming to the Ombudsman. The issue of testing procedures came up again, and the Ombudsman agreed to call Moss and suggest a review of Hank's testing procedures, emphasizing that he should clarify his evaluation methods to the students.

A week later, the Ombudsman again spoke to Moss. He agreed to speak to Hank about testing and evaluation. At the same time he informed the Ombudsman that he had spoken to a student from Hank's class who was not so critical of Hank. He asked the
Ombudsman to call the student. Later that day, the Ombudsman did call the student who reported a positive opinion of Hank's conduct in the class.

During the middle of April, the Ombudsman received the petition that had been signed by members of Hank's class. Shortly after that, he called Gary to get an update on any changes in the class. Gary indicated that Hank's lectures and testing procedures had improved considerably. He also told the Ombudsman that student evaluations had been completed the week before and would be available before long.

A couple of weeks later after the end of the semester, the Ombudsman again contacted both Kent and Gary to see what their feelings were. Kent had received a "C" in the course and was not content. However, he felt there had been a positive response on Hank's part, and that was appreciated. Gary also felt appreciation for Hank's response, but said he had "nagging doubts" about the man. Both students, by request of the Ombudsman, agreed to report their feelings to Moss.

About a month later, the Ombudsman had one final discussion with Moss about the case. He called Moss to find out how the student evaluations for Hank's class had turned out. Moss told him the evaluations were polemic—either strongly positive or strongly negative. He said he had decided not to keep Hank on as a part-time instruction, even though he thought that in time Hank would develop into a very good teacher.

Case 10. A Faculty Tenure Problem:

The first of April, 1974, Linda and Larry came to see the Ombudsman about problems in getting their final tenure reviews. Their problem centered around a conflict between a new faculty tenure policy that had just been established in the University and certain contractual agreements under which they had been hired.

The new policy had written into it a "grandfather clause" which was expected to have the effect, along with other elements of the policy, of halting faculty tenure for the next two or three years by expanding the probationary period of untenured faculty. Yet Linda and Larry claimed that under the conditions of their contracts
with the University they were guaranteed final tenure review well ahead of the time that they would get it under the new policy. They came to the Ombudsman to hear his opinions on this conflict which they believed was a breach of contract.

After discussing the conditions (primarily economic) which were affecting tenure in the University, the Ombudsman advised Linda and Larry as to what he thought might possibly be done about their situation. He suggested that administrative and faculty reviews of the new policy would be fruitless because those were the parties which made up, established, and most strongly supported it. The American Association of University Professors was in the process of bargaining for special representation in the University, and the political circumstances surrounding their position might have limiting effects on their possible activities in such a case. The best arena for getting a solution to the issue, the Ombudsman thought, was in court.

However, the Ombudsman hastened to point out that there was a basic weakness in Linda and Larry's position. The most that could be accomplished by court proceedings was to force their final tenure review—no guarantees on the outcome of such a forced review could be given. In other words, the review might end in denial of tenure at the administrative level which could be legitimized by the same reasons that had brought about the change in policy.

After some further discussion of what might happen if the issue were pressed in court, the Ombudsman pointed out the last option open to Linda and Larry—to not press the issue. His advice was that if they chose not to press the issue then they would most likely get tenure in a few years given their academic and professional records.

In closing the discussion, Larry and Linda wanted to know what the Ombudsman would do to support their position if they decided to push the issue. He said that he would be most willing to advise them or any other faculty who might be in similar situations, he would act as negotiator or mediator between faculty and administrative parties, but he would not make recommendations to administrative authorities or otherwise choose up sides in the matter.

Two weeks later, the Ombudsman spoke to Larry to find out if they had made any decision as to what to do. Larry said they
were going to talk to the Vice President of Academic Affairs about the situation. The Ombudsman offered to be available for that meeting if they so desired.

After waiting several weeks to hear from Larry or Linda, the Ombudsman called Linda. She reported that they had been to see the Vice President, and at that point they realized "the situation was rigged for defeat." They might win the right for review if they pressed the issue, but tenure, under those circumstances, would almost surely be denied. They had decided to live with it.

Case 11. Requesting an Incomplete for a Course:

The second week of April, 1974, Daryle came to see the Ombudsman. He wanted to know if the Ombudsman could help him get an incomplete in a course in which he was doing poorly. Two tests had been given in the course, and Daryle had received a "D" and "E", respectively. His story was that after receiving the "D" on the first exam, his advisor had advised him to drop the class. He went to see Gerry (the professor of the course) about dropping the class. Gerry advised him not to drop and encouraged him to do better—he talked Daryle out of it.

After struggling for awhile longer, Daryle again spoke to his advisor who once again advised him to drop the class. This time when he went to see Gerry about it, he was advised to go ahead and see the proper administrative officer to file the forms. As it turned out, Daryle claimed that the administrative officer who handled his inquiry into dropping the class had mistreated him. Instead of assisting him in dropping the class, the officer lectured him on the irresponsibility of his action and interfered with the transfer of procedural information and the filing of forms. Daryle decided dropping was not worth the trouble and let the drop deadline pass. He took the second exam and flunked it. At this point, Daryle's advisor told him to see Gerry about getting an incomplete. When Gerry would not grant Daryle an incomplete, he decided to come see the Ombudsman.

The Ombudsman took some time to question Daryle on the details of his claims, and then decided to call Gerry and ask him to give the incomplete. He asked Daryle to wait in the reception room while he made the call. During the call, the Ombudsman asked Gerry to give the incomplete as a personal favor to the Ombudsman because of the administrative mistreatment Daryle had received when trying to drop the class. Gerry agreed.
The Ombudsman then called Daryle back into his office to relay the information and explain that the incomplete was being granted because of the administrative malfunction, and not necessarily because Daryle deserved the incomplete. Later that day, the Ombudsman asked his assistant to look into the conduct of the administrative officer that Daryle had been to see.

The next day, the Ombudsman received a call from the Assistant Chairman of Gerry's Department. He reported that Gerry, in his second thoughts, was upset about giving the incomplete. He wondered if it could be given with the condition that Daryle would have to retake the course. The Ombudsman agreed to check that out. He immediately called Daryle who said he had made his schedule out up until graduation, and all the course work he had planned was required. He would have difficulty repeating the course.

At this point, the Ombudsman relayed Daryle's position to the Assistant Chairman. The Assistant Chairman said it would probably be all right, but he would check around to see if there were any problems. Later that same day, the Assistant Chairman called the Ombudsman back and reported that Gerry had spoken to the Chairman (Ivan) about the matter. Ivan was upset because he saw the situation as a violation of a strong departmental policy against giving incompletes to students who were doing poorly in courses. The Assistant Chairman asked if the Ombudsman would speak to Ivan.

The next day, the Ombudsman called Ivan to explain the situation. Ivan took the position that the unfortunate conduct of some administrative officer was not the professor's responsibility and was no justification for letting Daryle out of the situation he had put himself into. At odds with Ivan, the Ombudsman said he would take the case to the Academic Fairness Committee if necessary. Ivan said he would discuss the matter with Gerry again and call back. When he did call later that day, he reported he had left the decision to Gerry.

A week later, the Ombudsman called Gerry to see what he had decided. He had decided to go ahead with the incomplete although he had reservations about it.
Case 12. A Problem of Admission to a Special Undergraduate Program:

Banister came to see the Ombudsman during the middle of April, 1974. He had been conditionally admitted to a special undergraduate program of the University. The condition was that he would have to make-up three credit hours before the fall of 1974. The three credit hours were needed just to meet the required number of hours for admission to the program, and no special course was needed. They had said that he could make up the credits while at home during the summer where there was another university nearby. A couple of weeks later, they came back on Banister and told him he would have to stay at Western Michigan University during the summer to make up the three credits. Banister had already made arrangements to pick up the hours at the university near his home and didn’t understand the necessity of the change.

The Ombudsman questioned Banister on the details of the situation, and then agreed to look into the matter. He called Evan, the head of the special program Banister was entering. Evan was out of town for a few days, but his secretary told the Ombudsman that they had made it a policy that entering students attend the University during the summer before their official admission was to take effect. Since Evan was out of town, the Ombudsman asked Banister to make an appointment to see him again the following week.

A few days later, the Ombudsman spoke to Evan. He claimed that their policy of requiring attendance during the summer prior to admission was necessary to the special program. The Ombudsman objected, claiming that such a policy could only be based on the need for students to get "special" training prior to admission—requiring general attendance was "coercive." Since it was late in the semester, the two men realized they did not have the time to resolve the issue over the policy in time to instruct Banister on what he would have to do. The Ombudsman suggested that Evan give Banister a waiver from the policy, and then the two of them could get together during the summer to go over the policy. Evan agreed to this. When Banister returned to see the Ombudsman, the conditions of the waiver were explained to him.

Case 13. A Problem with Procedures for Giving Student Course Evaluations:

The third week of April, 1974, Tammie came to the
Ombudsman's Office to complain about the procedure used by a professor in one of his classes as he conducted student course evaluations. The University's policy on conducting course evaluations was that the instructor should leave the classroom and have the evaluations administered by someone else—an assistant or a student. The instructor was to have no contact with student course evaluations until they had been conducted and processed.

Tammie claimed that the professor in question had administered the evaluations personally, inspected them when they were handed in, and prodded students to complete questions they had left blank. The Ombudsman called the Chairman of the Department in question, but he was not in. The Ombudsman then told Tammie he would get ahold of the Chairman and report the incident.

A few days later, the Ombudsman saw the Chairman and told him what Tammie had said. The Chairman agreed that such alleged conduct was in violation of University and Departmental policy. He said he would notify his entire staff to the policy and urge them to follow the prescribed procedures.

Case 14. A Student wanting to Grieve a Grade:

At the beginning of May, 1974, Elliot came to see the Ombudsman because he was not pleased with his grade in a course he had just completed. He had received word from his instructor (Cary) that he had failed the course. The personal notification from Cary made it clear that the instructor resented Elliot's conduct in the class, and that he considered Elliot to be somewhat off-balance. He advised Elliot to reconsider his educational goals and to discuss his "personal problems" with qualified personnel. In addition, Cary made it clear that he did not wish to discuss the failure with Elliot. He advised him to take recourse through the Ombudsman if Elliot thought he was being treated unfairly. Aside from Elliot's academic performance in the course, there was clearly a strong conflict between the instructor and the student.

After informing the Ombudsman of these facts, Elliot volunteered a long explanation of the situation which was burdened by extreme incoherence and complexity. The explanation only succeeded in making it clear to the Ombudsman that Elliot had had personal problems at home and at work (he had a full-time job)
which pressed on his time to do the course work and had contributed to a breakdown in communication between Elliot and Cary. Elliot also indicated that he had thought about dropping the course, but had not gotten around to it. Now he wanted to know if the Ombudsman could do anything about the situation.

The Ombudsman responded by making it clear that there was no basis for appeal for a higher letter grade, but there was a possible way of getting a late withdrawal. Although he gave no guarantee, the Ombudsman told Elliot it might be possible to get a late withdrawal if he would cooperate to discuss his personal problems and the conflict between himself and Cary with one of the University's counseling staff. If the counselor (Lonnie) could give the Ombudsman assurance that Elliot's personal problems and the conflict with Cary were sufficient to merit a withdrawal, then the Ombudsman would request it. Elliot graciously agreed to this plan of action.

The Ombudsman then called Lonnie's office to see about making an appointment for Elliot. Lonnie was not in, so the Ombudsman advised his secretary to have Lonnie call him before seeing Elliot. He then advised Elliot to see Lonnie and then report back to the Ombudsman.

A week later, Lonnie called the Ombudsman, as he had requested. The Ombudsman gave him the background of the situation. Lonnie said he would get back to the Ombudsman after he had seen Elliot.

A couple of days later, the Ombudsman again spoke to Lonnie. His evaluation was that Elliot's personal problems and the consequent conflict with the instructor were sufficient to make a late withdrawal appropriate. He strongly recommended that Elliot continue to receive counseling.

The next day, the Ombudsman called Cary to discuss the situation. Cary fully agreed with the action being taken, and volunteered to give Elliot an incomplete for the course if the late withdrawal could not be obtained. The only condition was that if the incomplete was given, Elliot would be prohibited from retaking the course.

Two days after this conversation, Elliot came back to see
Ombudsman. The Ombudsman told Elliot that he had spoken to Lonnie and that there was a basis for getting the grade changed. He assured Elliot that the grade change would be made, but it was being made with the understanding that Elliot would continue to receive help from the Counseling Center. After some discussion of this, Elliot agreed. The Ombudsman then called the Counseling Center and made another appointment for Elliot.

The following day, the Ombudsman called the Records Office to see what had to be done to get the late withdrawal for Elliot. The Records Office said they would make the change upon receipt of letters from the Ombudsman and Lonnie recommending the change. Later that day, the Ombudsman called Lonnie and asked him to send a letter to the Records Office. Then he drew up his own letter to be sent out.

Several weeks later, the Ombudsman was informed by the Counseling Center that Elliot had received weekly counseling for five weeks. Then Elliot quit seeing his counselor.

**Case 15. A Grade Grievance:**

Jill, an engineering student, came to see the Ombudsman early in May, 1974. She wanted to complain about a grade she had received during the semester just completed. She had received an "E" in the course, and she felt it did not reflect the effort put forth and the learning achieved by herself in the course. Besides, she claimed the course was irrelevant to the occupational career she was planning to pursue.

In response to these claims, the Ombudsman began to question Jill on the details of the situation. After getting the background information, he challenged her on the claim that the course was irrelevant to a program in engineering. Jill explained that she was in a special segment of the engineering program that related to manufacturing, and that the background given by the course was not applicable to that segment, but required by the Department. She reported that she had gone to see Andy, her advisor, earlier in the semester to try and waive the course, but it could not be done. When she told Andy she was having trouble, he just said that he should have made her get a stronger background in mathematics needed for the course. Now Jill wanted to know if the Ombudsman...
could suggest a way she could either waive the course or get the grade changed. One or the other was extremely important because Jill was close to graduation, and if something couldn't be done with the course she would be blocked for another year.

Upon hearing that Jill's primary concern was with graduating in the time she had planned, the Ombudsman advised her to take the matter up with Andy. This, he explained, would be the way to pursue the primary problem of being blocked from graduation. He advised Jill that the Ombudsman's Office was not competent to judge the relevance of the course, and since she had not talked to the instructor about the grade, she had prematurely come to see the Ombudsman on that claim because the Student Academic Rights Policy precluded the Ombudsman from becoming involved in a grade grievance until appeals with the instructor and Department Chairman were exhausted. Thus, by presenting the basic problem of being blocked from graduation to her advisor, she would give Andy a chance to come up with a solution. The Ombudsman asked Jill to come back to see him if she didn't get any help from Andy.

The Ombudsman didn't see Jill again until the end of the month. At that time, she reported that she had seen Andy, and he advised her to see the professor who had given her the "E." As a result of seeing the professor, Jill was able to get the grade changed to a "D," which was good enough to meet the requirements for graduation.