



February 19, 2016

## Final Investigative Report Concerning Ombudsman Complaint 2011-0012

### COMPLAINT(S)

There are at least three different statements of Complainant's allegations against the Anchorage School District (ASD). There is the statement as originally filed with the Ombudsman's Office in 2008.<sup>1</sup> There is a re-statement from the Complainant to the Ombudsman in 2011.<sup>2</sup> The following is the statement of Complainant's allegations as investigated by the Ombudsman:

1. Complainant was not offered a teacher contract with ASD in violation of Alaska state law after contract year 2005-2006;
2. After being offered a contract for the second semester of contract year 2006-2007, Complainant was removed from the ASD substitute teacher list, in or about September 2006 (the first semester of contract year 2006-2007) in violation of ASD policy, including due process, allegedly because Complainant required students to perform pushups in a non-physical education classroom; Complainant states that push-ups were voluntary and that other teachers routinely required push-ups to address "excitable" behavior.
3. Complainant on numerous occasions requested a hearing with the ASD Board, the board repeatedly denied Complainant's request for a hearing in violation of due process.

### JURISDICTION

The Ombudsman has broad, permissive, jurisdiction and "may investigate the administrative acts of agencies of the municipality," including the ASD. AMC 3.60.110A. The Municipal regulations clarify the Ombudsman's jurisdiction, including that the Ombudsman's may cease review or investigation of a complaint when the Ombudsman

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<sup>1</sup> On May 30, 2008, a case was opened regarding Complainant's allegation concerning "ASD [Anchorage School District] employment complaint." On November 19, 2008, a second case, 2008-037, was opened alleging that Complainant was "removed from ASD's Substitute Teaching list."

<sup>2</sup> Complainant's allegations were as follows:

1. ASD has violated state laws;
2. ASD has violated district policy; and
3. ASD has violated Complainant's rights; as to Complainant's rights, ASD has violated Complainant's right to a contract, Complainant's right to due process, Complainant's "insipient" [defined as "beginning to develop" or "emerging"] to be treated fairly as an applicant.

determines that “[t]he administrative decision complained about may be more appropriately resolved by hearing or appeal for which the complainant may make timely application....” AMCR 2.60.002 - Exclusion to review or investigation.

In these cases, the Ombudsman expressed concern and informed Complainant that his complaints against ASD regarding his employment – specifically regarding his allegations of violations of state law, violations of rights to due process, and violations of breach of contract – should be addressed in another forum, by hearing or appeal to state or federal court. Even though Complainant was asked about pursuing his right to file a lawsuit in court against the school district, Complainant indicated to the Ombudsman that he declined to do because of personal reasons.<sup>3</sup>

## **FINDINGS**

This Ombudsman met with Complainant to review the evidence from the investigation. Complainant was informed in or about 2012 that the investigation showed that his complaints were NOT SUPPORTED or NOT JUSTIFIED. Complainant was told a written decision would follow. Albeit delayed, this document is that written decision.

## **ANALYSIS AND CONCLUSIONS**

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<sup>3</sup> Complainant knew or should have know about his rights to file an appeal or lawsuit in court because Complainant has a law degree, he is or was a practicing lawyer in Alaska, and he told ASD on numerous occasions he was going to file an appeal or lawsuit or proceed in another forum as demonstrated by the following:

- In an email to ASD dated June 26, 2006, Complainant stated that if, “ASD believe [he has] no such right [for a hearing before the school board] and that any cause of action on this matter must be resolved via an original action in the Superior Court, please so advise.” Complainant also stated that he “would still suggest that presentation of the question to the Superior Court on a stipulated record for the purposes of obtaining a declaratory judgment on the questions of law would be of benefit all the way around....”
- In another email to ASD dated June 19, 2006, regarding ASD’s offer of reemployment, Complainant states, “...it is obvious that this will end up before the Superior court. If it will end up there as an administrative appeal I’d like to make sure we are all clear on the process for it to make its way there. On the other hand, should ASD wish to agree to submit the underlying questions to the Superior court on stipulated briefs and record, I don’t see any reason not to agree to that. Moreover, is [sic] ASD would be interested in looking at mediation prior to litigation I would be open to talk about that as well....”
- In an email to the Alaska Department of Education dated July 12, 2006, forwarded to ASD, Complainant wrote, “...ASD has made it clear they have no intention of working with me to resolve the matter, which means that unless something else happens the matter will be before the Superior Court before the end of the month....”
- In the materials reviewed by this Ombudsman in ASD’s files, there were letters to ASD from an attorney regarding Complainant’s claims dated November 7, 2006; December 14, 2006; and December 21, 2006.
- In an email to West High School Principal RS, Complainant stated, “...at this point, ASD having indicated that it will breach its agreement to (again, a matter in dispute only because of your prior conduct) based on the permanence of your action barring me from West High School (which in and of itself appears to be discipline imposed in violation of ASD policy), I am preparing to turn the matter over to my counsel.”

Allegation 1. Complainant was not offered a teacher contract with ASD in violation of Alaska state law after contract year 2005-2006.

There is no dispute that Complainant was not initially offered a teaching contract after teaching more than 20 days during the 2005-2006 contract year. Complainant alleged to ASD, the State of Alaska Department of Education, and the Ombudsman's Office that the failure to offer him a teaching contract for the following contract year (2006-2007) was in violation of state law.

However, after many communications with ASD and the State of Alaska Department of Education, ASD sent a certified letter to Complainant offering Complainant a contract with the following relevant comments:

"This letter is to clarify the District's offer of employment sent to you by email on June 26, 2006, and by certified mail the next day. Your employment as a long-term substitute teacher will be for the entire second semester of the 2006-2007 school year at West High School. Your specific classroom assignment(s) will be determined by your certification and the second semester staffing needs at West High School."

"A new 30 day time period for your acceptance of the District's offer will commence the day after you receive this letter."

"This letter will also confirm what you have been previously advised regarding your request for a School Board hearing. Your request is denied."

"You have not been nonretained, and have been offered employment on essentially the same terms as your 2005-2006 school year employment with the District."

Letter from ASD Superintendent dated July 26, 2006. Complainant responded to this letter with the following relevant statements:

"I am writing to indicate that I will be happy to accept your unconditional offer of employment (dated July 26, 2006) at West High School for the second semester of the 2006-2007 school year."

"...your offer does not in any way resolve your liability for unlawfully denying me a teacher's contract, unlawfully denying me re-employment under a teacher's contract, unlawfully denying me a hearing before the Board and apparently breaching your agreement with the Anchorage Education Association (as contrasted to your position, I was entitled to a teacher contract when I was employed by the district for the second semester to fill a slot vacated by a teacher on leave for that semester, as the Deputy Commissioner of AKDEED has already advised.) Based upon

my oath as a teacher and attorney I feel bound to confirm, as a matter of public policy, that the Anchorage School District fully complies with the laws of the State of Alaska. I am sure I have your full endorsement and wanted to assure such compliance.”

Email from Complainant to ASD Superintendent and others dated August 24, 2006.

In a written response to questions from the Ombudsman regarding the failure to offer Complainant a contract in May 2006, ASD stated as follows:

“Although the District does not believe we [sic] were required to offer MG a contract, ... [ASD] can concede there is a possibility that there may have been a violation of the statute.... [ASD] believe[s] the offer from [Superintendent] Carol Comeau dated July 26, 2006 fully remedied any possible failure to offer MG a contract.”

ASD Email Response dated October 11, 2011 to Ombudsman’s Inquiry regarding MG – follow up questions for ASD.

***Ombudsman’s Conclusion as Allegation 1, that Complainant was not offered a teacher contract with ASD in violation of Alaska state law after contract year 2005-2006:***

***ASD offered Complainant a contract for the second semester of contract year 2006-2007. Because Complainant was offered a contract, he had no damages following implementation of that contract. The Ombudsman found that the Complainant’s criticism, that he was not offered a contract in violation of state law, is not valid, because he was ultimately offered a contract. Thus, the first allegation of the complaint is NOT SUPPORTED or NOT JUSTIFIED.***

Allegation 2. Complainant was removed from the ASD substitute teacher list, in or about September of 2006 (the first semester of contract year 2006-2007), in violation of ASD policy, including due process, allegedly because Complainant required students to perform pushups in a non-physical education classroom; Complainant states that push-ups were voluntary and that other teachers routinely required push-ups to address “excitable” behavior. The analysis below focuses on the two components of this allegation: first, what was the basis for the allegations against Complainant; and second, based on the allegations, was Complainant removed from the substitute teaching list in violation of ASD policy, including due process?

After being offered and accepting a contract in the summer of 2006 for a long-term substitute teaching contract for the second semester of contract year 2006-2007, Complainant was substitute teaching for ASD at West High during the first semester of the 2006-2007 contract year. On or about September 27 or 28, 2006, Complainant was requested to be removed from the West High School substitute teacher list. ASD’s

position is summarized in an undated "memo" from the Principal of West High School (RS) to another ASD official and the memo includes the following relevant statements:

"This memo is to notify you that on September 27, 2006, MG was a substitute teacher for high school math in Mr. \_\_\_'s class. While substituting, MG humiliated students by making them stand outside of the classroom, during class, facing the wall for an extended period of time."

"He issued discipline sanctions to students contrary to good teaching practices by requiring them to do push-ups and sit-ups for doing the incorrect assignments. MG also engaged students inappropriately by physically removing them from their seats as well as from the classroom."

"On September 28, 2006, I became aware of the full details. Mr. R\_\_\_, MG and myself met on the morning of the 28<sup>th</sup> to discuss the issues. MG gave a summary of his statement orally, in which he admitted to having students face the wall outside the classroom, having them to sit-ups and placing his hands on students in order to guide them out of the seat and classroom."

"In conclusion, West High School is requested that Mr. MG not be placed at our school for a substitute position of any kind due to the above situation."

The basis for the West High Principal's decision to remove Complainant from the substitute teaching list was initiated by an ASD West High Staff Services employee who wrote a one-page document dated September 27, 2006 and indicates in relevant part the following:

"Today ... [w]hen I entered the Math wing, I noticed approximately seven students standing in a row side by side with their faces to the wall.... I asked them what they were doing and hoped they were about to tell me they were working on some kind of project. Instead, they said they were tardy and were being punished. Astounded, I asked them who put them there and they pointed to the classroom across the hallway from where they were standing.... I walked immediately toward the classroom as I said my quick spill [sic] about getting to class on time."

"In the classroom, the substitute teacher appeared to be engaged in instruction.... I asked him about the students lined up in the hallway. In front of the rest of the class, he answered that 'They are focusing.' I replied in a questioning manner by saying, 'You are going to bring them in now and write them up as tardy, right? Students have to be supervised.' I said this to get my point across as to the 'proper' procedure and to quickly get the students back into the classroom. I also knew all the students both

in the hallway AND in the classroom could hear, and I didn't want to draw more attention to the situation, as I knew they could feel humiliated."

"The time was approximately 11:40, so they had been there for some time. At that time, I went straight to your office to inform you of that situation."

The Ombudsman was authorized by ASD to disclose the substance of the ASD West High Staff Services employee statement. In addition, the Ombudsman was allowed to review, but not copy, three Confidential Student Statements. (Former ASD HR Director ET informed the Ombudsman that he either read or provided a summary of the student statements to the Complainant; he also authorized the Ombudsman to do the same) This Ombudsman took notes regarding the Student Statements, and in relevant part, summarized the statements as follows:

Student 1: On September 26, the substitute "acted violently towards a student..." The sub "shouted at the student to 'get out of his class'" The sub "grabbed the student...and shoved him towards the door." On September 27, "[a] handfull [sic] of students were late...[and the sub] told them to wait outside in the hall where he made them stand facing the wall." The "sub made a student do push-ups and situps for doing the wrong work."

Student 2: On September 26, the sub "comes over grabs the front of my collar[,] picks me up out of my chair and starts shoving me towards the door and one big shove sent me flying into and through the door[.] [H]e tells me to stand up at the wall. The students that were late had to stand out in the hall...like I did. He also made \_\_\_ do 40 sit ups for not doing what he told him to...."

Student 3: MG grabbed him by his shirt...and [then] got in \_\_\_'s face and yelled very loud.... MG grabbed \_\_\_ and had him get up. As he walked outside the classroom he dragged \_\_\_ by his shirt and the back of his neck... [then he] shoved him very hardly [sic] into the door and had him sit outside the classroom for an hour."

As to Complainant's position on the incident(s) at West High on or about September 26-27, 2006, Complainant provided a three page email response to ASD regarding the allegations on October 12, 2006, which in pertinent part includes the following:

"I feel compelled to dispute your allegations and your conduct and to seek relief from the District."

"...your brief document is replete with factual inaccuracies and misrepresentations. Specifically, I never made any student do push-ups, I never made any student do any push-ups or sit-ups for working on the wrong assignment, I never made students stand facing the wall for an

extended period of time nor did I physically remove anyone from their [sic] seat. I would appreciate learning the source and details of these allegations.

"I didn't give a summary and I didn't 'admit' anything as I am sure Mr. R\_\_\_\_\_ can attest."

Complainant's email includes several additional paragraphs addressing the allegations against him in more detail.

In response to the Ombudsman's requests for the ASD policy that was violated by Complainant's alleged actions – (1) making students do pushups or sit ups, whether voluntary or not; and (2) making students stand outside the classroom. ASD responded by stating that Complainant's "... actions ... were contrary to good teaching practices." In response to this Ombudsman's request for information on how a teacher or substitute teacher would know what constitutes "good teaching practices," ASD responded as follows:

"Classroom management procedures and good teaching practices would have been covered in face to face sub training with our Training and Professional Development Department. Dr. DB specifically recalls MG participating in this training because he received a complaint about MG's unprofessional behavior in the class. In checking our records we confirmed that on 6/7/2004[,] MG participated in the 6.5 hour class."

ASD Email Response dated October 11, 2011 to Ombudsman's Inquiry regarding MG – follow up questions for ASD.

To address the second issue of this allegation, Complainant's states that his removal from the ASD West High substitute teaching list was in violation of ASD policy, including due process. In response to questions from the Ombudsman regarding what process was due to substitute teachers who are removed from the substitute teaching system, ASD responded as follows:

"The substitute will be notified in writing of the reasons for the removal and upon request the substitute will be provide an opportunity to meet with the administrator initiating the action."

ASD Email Response dated October 11, 2011 to Ombudsman's Inquiry regarding MG – follow up questions for ASD.

ASD followed that process by (1) notifying Complainant of the reasons for the removal and (2) offering Complainant an opportunity to meet with the principal of West High. Complainant responded to the ASD notification of the reasons for removal in a three page email response to ASD on October 12, 2006, which in pertinent part includes the following:

“I feel compelled to dispute your allegations and your conduct and to seek relief from the District.”

Complainant was offered a meeting with the principal of West High, which he declined for numerous reasons, including that “At this point I understand there is no recourse or review as there is no due process.” Email from Complainant dated October 30, 2006 to the principal of West High.

Even though ASD says it offered Complainant all of the process that Complainant was due, the Ombudsman also looked to other ASD policies to determine if Complainant was removed from the substitute teaching list in violation of ASD policies, including due process. However, no ASD policy was found that specifically relates to the either (1) the reasons authorizing removal of a substitute teacher from the substitute teaching list or (2) the process for removing a substitute teacher from the substitute teaching list. For example, one ASD Board Policy, 532.40 concerns “Discipline” and requires that all disciplinary actions “be enacted with fair and equitable treatment with due process.” However, although this policy concerns “all discipline,” the policy does not clearly state that removal from the substitute teaching list is discipline; discipline in the policy includes “oral reprimand, written reprimand, suspension with or without pay, demotion, or dismissal.” Complainant was not issued any of the listed disciplinary steps under that policy; he was removed from the substitute teaching list at one school – West High School.<sup>4</sup> ASD Email Response dated October 11, 2011 to Ombudsman’s Inquiry regarding MG – follow up questions for ASD.

The only other ASD Policy that related to substitute teachers concerns ASD Board Policy 535.13, Compensation for Substitutes. That policy focuses on paying substitutes the same as the teacher’s salary schedule if the substitute teaches twenty or more consecutive days; this policy is the subject of Complainant’s first allegation, but it does not concern this second allegation. As a result, the Ombudsman could not find, and Complainant could not point to any other policy that specifically relates to the either (1) the reasons for removal of a substitute teacher from the substitute teaching list or (2) the process for removing a substitute teacher.

Even though no ASD policy directly relates to either the reasons or process for removing a substitute teacher from the substitute teaching list, it is important to consider - even if Complainant received all of the process that he was due - whether ASD took this action against Complainant for an improper purpose or in retaliation for any other protected activity. One of Complainant’s allegations that ASD took the action to remove him from the substitute teacher list for an improper purpose was that other teachers also made students do pushups with no consequence. However, Complainant presented no evidence that other teachers did so. No witnesses have come forward to corroborate the Complainant’s allegations. In addition, the Ombudsman provided written questions

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<sup>4</sup> This incident was not the first time Complainant was requested to be removed from a substitute teaching list. ASD indicated that other at least two other schools, Whaley and Stellar, also excluded Complainant from their substitute teaching lists.



to ASD to determine if ASD had any information regarding any other teacher(s) who make children do sit ups or pushups in non-physical education classes. ASD's response to the questions was as follows: ASD is "...not aware of other teachers making children do pushups or sit ups." ASD Email Response dated October 11, 2011 to Ombudsman's Inquiry regarding MG – follow up questions for ASD. Because ASD states it was not aware of other teachers making students do pushups or sit ups, suggests that ASD did not have an improper purpose because Complainant was not treated differently than other teachers who engaged in the same conduct because there were none known to ASD.

To determine what actions or conduct from a substitute teacher would result in the substitute teacher being removed from the substitute teaching list, the Ombudsman asked ASD if any substitute teachers were removed from the West High substitute teaching list and if any substitute teachers were removed if they complained to the principal about "ANY working conditions at West High School ... [and to detail] the nature of the complaints those substitute teachers lodged." October 5, 2011 written Follow-up Questions Regarding Ombudsman's Investigation into former ASD employee MG's complaints. (Emphasis in original.) ASD indicated its records "do not indicate that any other substitute teachers were removed from the sub list at West High and not allowed to sub at West High." ASD Email Response dated October 11, 2011 to Ombudsman's Inquiry regarding MG – follow up questions for ASD. Again, because ASD states it does not have any records of other substitute teachers being removed from the substitute teaching list suggests that ASD did not have an improper purpose because Complainant was not treated different than other teachers who were removed from the substitute teaching list because there were none known to ASD.

Based on the municipal regulation AMCR 2.60.003G,<sup>5</sup> for the Ombudsman to make a finding that the allegations of a complaint are "justified," the Ombudsman must determine or believe that the Complainant's criticism is valid; one definition of valid is "well grounded." Making such a finding requires the Ombudsman to find that ASD

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<sup>5</sup> AMCR 2.60.003G. Investigations, provides as follows regarding the findings the Ombudsman can make following an investigation:

The ombudsman will, in her or his discretion, make a finding that based on the evidence obtained during the investigation, the complaint or allegation is:

1. "Justified," if the ombudsman determines or believes the complainant's criticism is valid;
2. "Partially justified," if the ombudsman determines or believes that the complaint is justified and that action or inaction by the complainant affected the outcome or constraints of law, policy or procedure limited agency response; or only a portion of the complainant's criticism is valid;
3. "Not supported," if the ombudsman determines or believes the complainant's criticism is not valid; or,
4. "Indeterminate," if investigation does not provide sufficient evidence for the ombudsman to determine conclusively whether the complainant's criticism is valid or not valid.

violated ASD Policy, including due process, for removing Complainant from the substitute teaching list at West High School.

Complainant's disagreement with the principal's decision or a different interpretation of the ASD's statement of "good teaching practices" is not a basis for a finding that this allegation of the complaint is "justified" or "well grounded." The Ombudsman looked for evidence to determine if ASD took this action against Complainant for an improper purpose or in retaliation for any other protected activity, but no such evidence was discovered.

***Ombudsman's Conclusion as Allegation 2, that in or about September of 2006, Complainant was removed from the ASD substitute teacher list, allegedly because Complainant required students to perform pushups in a non-physical education classroom, even though Complainant states that push-ups were voluntary and that other teachers routinely required push-ups to address "excitable" behavior:***

***Complainant's disagreement with the principal's decision to remove him from the substitute list or disagreement with the principal's interpretation of the concept of "good teaching practices" is not a basis for an Ombudsman's finding that the complaint is "justified". There is no evidence that ASD took action against Complainant for an improper purpose or in retaliation for any other protected activity. Thus, the second allegation of the complaint is NOT SUPPORTED or NOT JUSTIFIED.***

Allegation 3: Complainant on numerous occasions requested a hearing or meeting with the ASD Board and the Board repeatedly denied Complainant's request for a hearing in violation of due process.

Complainant requested a hearing before the Board regarding his first allegation - the failure to issue him a contract following the 2005-2006 contract year. Complainant also requested "due process" regarding the removal of him from the substitute teacher list at West High in the fall of the 2006-2007 contract year. Those requests and denials are summarized in the discussion below.

As to ASD's denials of the requests for a hearing regarding the denial of the contract following the 2005-2006 contract year, on or about July 26, 2006, the Superintendent send a certified letter to Complainant stated in part as follows:

"This letter will also confirm what you have been previously advised regarding your request for a School Board hearing. Your request is denied."

The rationale for the denial of the hearing was stated in the same letter as follows:

“You have not been nonretained, and have been offered employment on essentially the same terms as your 2005-2006 school year employment with the district.”

Certificated letter dated July 26, 2006 from ASD Superintendent to Complainant. In addition to the denial of a hearing before the School Board from the Superintendent, the ASD Board President sent a letter to Complainant on or about August 1, 2016, stating in its entirety, the following:

“Your request for a hearing is denied. This confirms the previous denial.”

The ASD Board Policy reviewed regarding Complainant’s requests for a hearing is Board Policy 146.<sup>6</sup> The relevant portions of the ASD Board Policy are 146.1 and 146.3, which read together provide that “the Board shall be the board of appeals where an appeal to the Board is provided for in Board policy or expressly as required by law...” The policy continues to discuss the process when the Board serves as the board of appeal for “...certificated employee nonretention or termination appeals...” ASD’s position is that ASD Board Policy 146.3 does not apply to Complainant’s request for a hearing on his first allegation for at least two reasons: (1) Complainant was ultimately provided a contract; and (2) as stated in the certified letter to Complainant, Complainant was not “nonretained, and ha[s...] been offered employment on essentially the same terms as your 2005-2006 school year employment with the district.” Certificated letter dated July 26, 2006 from ASD Superintendent to Complainant.

As to the second issue, as early as October 12, 2006, in a three page email response to the West High principal, Complainant stated, “I feel compelled to dispute your allegations and your conduct and to seek relief from the District.” (Emphasis added.) Complainant was offered a meeting with the principal of West High, which he declined for numerous reasons, including that “At this point I understand there is no recourse or review as there is no due process.” Email from Complainant dated October 30, 2006 to the principal of West High.

Complainant stated in his communications with the Ombudsman and ASD that the ASD Board Policy states that the board is the tribunal for all issues. However, the Ombudsman found no such policy. ASD Board Policy specifies that the Board is only “the board of appeals where an appeal to the Board is provided for in Board policy or expressly as required by law...” ASD BP 146.1. Complainant points to no Board Policy, and the Ombudsman found no Board Policy, which provided a hearing for substitute

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<sup>6</sup> ASD Board Policy 146, Board of Appeals. “1. The Board shall constitute a board of appeals for those matters where an appeal to the Board is provided for in Board policy or expressly required by law. 2. The Board may, through the Board President, appoint an impartial hearing officer to conduct hearings and submit findings to the Board. When a hearing officer is appointed, in addition to his/her finding, all written materials presented at each level of the matter shall be presented to the Board. 3. For student disciplinary appeals and certificated employee

teachers who were removed from the substitute teaching list for one school or for the entire district.

***Ombudsman’s Conclusion as to Allegation 3 that Complainant on numerous occasions requested a hearing or meeting with the ASD Board, and the board repeatedly denied Complainant’s request for a hearing in violation of due process:***

***As noted above with respect to allegation 1, because ASD ultimately did offer Complainant a contract for the second semester of contract year 2006-2007, essentially on the same terms as the prior contract, upon the implementation of that contract, there was no issue to resolve at a Board hearing. Similarly, on Complainant’s request for “due process” or a Board hearing regarding the second allegation in the complaint that ASD removed him from the substitute teaching list in violation of ASD policy, including due process, Complainant points to no Board policy that authorized a hearing nor did the Ombudsman independently find one. The Ombudsman found that the Complainant’s criticism that he was repeatedly denied a hearing with the ASD Board in violation of due process, is not valid, because he was not entitled to a hearing under Board policy. Thus, the third allegation of the complaint is NOT SUPPORTED or NOT JUSTIFIED.***

#### SUMMARY OF OMBUDSMAN INVESTIGATION

**The Ombudsman reported to Complainant in or about 2012 that the Ombudsman finds Complainant’s allegations to be NOT SUPPORTED or NOT JUSTIFIED.** Complainant was also advised that his complaints may not have been jurisdictional to the Ombudsman because the ASD actions he “complained about may be more appropriately resolved by hearing or appeal for which the complainant may make timely application....” AMCR 2.60.002.

Even so, the Ombudsman promised to prepare a written report to Complainant, and it has been inexcusably delayed since 2012 until this written report. The Ombudsman left the Ombudsman’s Office and retained jurisdiction over these complaints; the new Ombudsman had no responsibility for these complaints or this written decision. However, the new Ombudsman would retain jurisdiction over any future actions regarding these complaints, including closing the complaints.

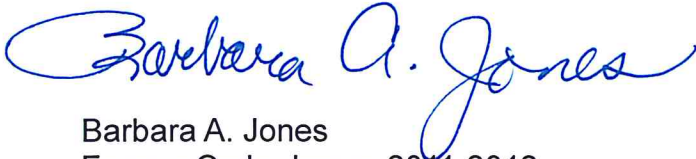
The Anchorage School District was NOT provided with a copy of the Ombudsman’s preliminary report.<sup>7</sup>

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<sup>7</sup> ASD was not provided a preliminary investigation report containing proposed findings and recommendations because the Ombudsman’s report is not critical of the agency. AMCR 2.60.003F, Investigations.

**Based upon this finding, these cases are closed.**

If you object to the Ombudsman's decision to decline or discontinue this investigation or review, you may file a grievance with the Ombudsman as specified in A.M.C.R. 2.60.006.



Barbara A. Jones  
Former Ombudsman 2011-2012

Concur



Darrel W. Hess  
Municipal Ombudsman