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SCHOOL DISTRICT OF RIB LAKE

821

NEWS MEDIA RELATIONS

The Board believes it is important to disseminate information on school activities, programs and concerns to the community in a manner that provides wide coverage and coordination into a common effort and purpose. Therefore, the Board encourages sound public relations with the community and the news media.

As citizens, all Board members and District employees have the right to express their personal opinion on District matters. However, the District's official position on any issue shall be communicated by the Board President, the District Administrator or his/her designee, or District employees delegated by the Board President.

Individuals authorized to speak for the District should exercise caution and care that every statement made is a true and accurate one in harmony with Board policies and rules, and should maintain a dignified and professionally responsible image for the District.

The District Administrator shall plan for periodic releases to the news media to provide information to the community concerning the School District and school program. News releases to the media shall be handled as follows:

1. The Board President and the District Administrator or his/her designee shall be the official spokespersons for information that is of a District-wide nature or pertains to established District policy.
2. Each principal or his/her designee shall be the official spokesperson for the activities and education program of his/her particular school.
3. Other administrative supervisors or coordinators responsible for special programs may be approved by the District Administrator or Board President as the official spokespersons for those programs.

FIRST READING: 5/14/98

REVISED: July 11, 2002

SCHOOL DISTRICT OF RIB LAKE

822

ACCESS TO PUBLIC RECORDS

The Board of the School District of Rib Lake shall allow persons to have access to District records in accordance with this policy and implementing procedures, and in accordance with law.

Public records may be inspected, copied and/or abstracted at any time during established District office hours. The legal custodian may establish fees in accordance with the law. A list of such fees shall be made available at the District office.

A public records notice shall be displayed in designated locations throughout the District and procedures shall be developed to implement this policy.

LEGAL REF.: Chapter 19, Subchapters II, IV Wisconsin Statutes
Section 120.13(28)

CROSS REF.: 822-Rule, Procedures for Access to Public Records

FIRST READING: June 13, 2002

APPROVED: July 11, 2002

SCHOOL DISTRICT OF RIB LAKE

822-Rule

PROCEDURES FOR ACCESS TO PUBLIC RECORDS

Individuals may have access to public records maintained by the School District in accordance with state law and the procedures outlined below.

A. Legal Custodian of Records

The Board has designated the following individual(s) as legal custodian(s) of records for the District: District Administrator. The legal custodian is responsible for the maintenance of all District records under his/her charge and is vested with full legal power to render decisions and carry out the duties of school authorities under the public records and property law.

B. Accessibility of Records

1. Public records will be available for inspection and copying during regular school office hours:8:00am-3:30pm.
2. A requestor shall be permitted to use facilities comparable to those available to District employees to inspect or copy a record.
3. The legal custodian of records or his/her designee may require supervision of the requestor during inspection or may impose other reasonable restrictions to maintain the security of the record.

C. Record Requests

1. All requests to inspect or copy a public record shall be made to the legal custodian of records or his/her designee. The request must reasonably describe the requested record or the information requested. Record requests may be made orally or in writing.
 - a. Except as noted in (c) below, no request may be refused because the person making the request is unwilling to be identified or to state the purpose of the request.
 - b. Except as noted in (c) below, no request may be refused because the request is received by mail, unless prepayment of a fee is required.
 - c. A requester may be required to show acceptable identification whenever the requested record is kept at a private residence or whenever security reasons or federal law or regulations so require.
2. Upon receiving the request for any public record, the legal custodian of records or his/her designee shall, as soon as practicable and without delay, review the request and determine whether to approve or deny the request. The legal custodian of records or his/her designee shall consider provisions outlined in state and federal laws when making such determinations. The legal custodian of records or his/her designee is authorized and encouraged to consult with the District's legal counsel in making such determinations.

- a. Oral requests may be denied orally unless a demand for a written statement of the reasons denying the request is made by the requester within five business days of the oral denial.
 - b. If a written request is denied in whole or in part, the requester shall receive a written statement of the reasons for the denial. Written denials must include a statement informing the requester that the denial may be reviewed by a court of mandamus, or upon application to the attorney general or district attorney.
3. If a record contains information that may be made public and information that may not be made public, the legal custodian or his/her designee shall provide the information that may be made public and delete the information that may not be made public from the record before release.

D. Fees

A requester shall be charged a fee for the cost of copying and locating records as follows:

1. The fee for photocopying shall be .15 cent for each side of a page. The legal custodian of records or his/her designee may waive the fee in the interests of the District.
2. If the form of a written record does not permit copying, the actual and necessary cost of photographing and photographic processing shall be charged.
3. The actual full cost of providing a copy of other records not in printed form on paper, such as films, computer printouts and audio or videotapes shall be charged.
4. If mailing or shipping is necessary, the actual cost thereof shall also be charged.
5. There shall be no charge for locating a record unless the actual cost exceeds \$50.00 in which case the entire actual cost shall be imposed upon the requester.
6. The legal custodian of records or his/her designee shall estimate the cost of all applicable fees and may require a cash deposit adequate to assure payment, if such estimate exceeds \$5.00.
7. Elected officials and employees of the District shall not be required to pay for public records they may reasonably require for the proper performance of their official duties.
8. The legal custodian of records or his/her designee may not sell or rent a record containing an individual's name or address of residence, unless specifically authorized by state law, The collection of fees as outlined above is not a sale or rental under these procedures.

FIRST READING; June 13, 2002

APPROVED: July 11, 2002

SCHOOL DISTRICT OF RIB LAKE

830

USE OF SCHOOL FACILITIES

The Board recognizes that the schools belong to the people of the District and accepts its responsibilities for making the facilities available to responsible organizations, associations and individuals of the community for appropriate civic, cultural, welfare, or recreational activities that do not infringe upon, nor interfere with, the conduct and best interests of the school system.

All groups using school facilities must comply with state law and Board policies and procedures. Authorization for use of school facilities by outside/community agencies or individuals shall not be considered as an endorsement of or approval of the activity group, organization, individual, or the purpose they represent.

All school buildings and facilities are available for community use if the use does not conflict with school activities. School functions shall have priority in use of school buildings and grounds. Activities sponsored by District organizations shall take precedence over those sponsored by out-of-district organizations.

The Board and its authorized representative shall have free access to the premises at all times to carry out authorized duties.

Computer Labs

The District may make the computer labs available to the public during non-school hours, in accordance with established procedures.

LEGAL REF.: Sections 120.10(9) Wisconsin Statutes
120.13(17), (19) and (21)

CROSS REF.: 830-Rule, Conditions for Use of School Facilities
830-Exhibit, Facilities Use Permit

APPROVED: October 17, 1996

REVISED: July 11, 2002

SCHOOL DISTRICT OF RIB LAKE

830-Rule

CONDITIONS FOR USE OF SCHOOL FACILITIES

All school buildings and facilities are available for lawful community use if the use does not conflict with school activities. Use of school buildings and grounds for activities other than school activities is subject to all conditions stated in this procedure. The board of education is the final authority and judge as to whether a potential user/group meets these conditions. The board retains the right to accept or reject any or all requests for the use of school facilities.

School functions shall have priority in use of school buildings and grounds. Activities sponsored by District organizations shall take precedence over those sponsored by out-of-district organizations. The building principal has the prerogative to cancel the use of a building, even after a permit has been issued, if the facility is needed for an educational program of the school.

Requests for use of a school facility will be made by submitting a Facility Use Permit, available from the principal or his/her designee. Permits should be submitted to the principal's office within 5 working days prior to the event. All building permits shall expire annually on June 30. No agreement is transferable to another party.

General Conditions

1. Prior to use of school facilities, the applicant should review the use requirements with the building principal or his/her designee.
2. The granting of a permit for the use of one part of a building or ground does not extend privileges for the use of any facilities or equipment other than those stated in the permit. It also does not extend time of use beyond what is stated in the permit.
3. The use of school equipment, where appropriate and feasible, must be by qualified personnel, the cost of which will be determined by the principal.
4. Use of special school facilities (kitchens, computer lab, shop, stage equipment) may require the presence of school personnel trained in their use. Cost for these employees will be added to any regular fee. The determination regarding who is needed and when available will be made by the building principal.
5. An approved designated person must be present in the building during all times that the facilities are being used by any non-school groups. The assignment of keys to outside groups will be the responsibility of the building principal.
6. The user must provide sufficient supervisors, chaperones or crowd control personnel to assure that the event is well-controlled, as determined by principal.
7. The user shall assume full responsibility for any damages to the facilities and for the replacement of equipment in the event of damages or loss. Any group abusing the privileges granted shall be denied future use.

8. Custodial services include opening and closing facilities, general operations of equipment and normal clean-up. Activities requiring extra custodial help or not properly cleaned may incur additional expense to the user group.
9. Special permission must be obtained from principal to decorate or move furniture. Any such decoration or user equipment must be removed from building promptly so as not to interfere with school activities.
10. No tobacco, alcoholic beverages or controlled substances, other than prescription drugs, are permitted on school grounds at any time. Any violation of this will result in consequences in accordance with school policies.
11. No signs or banners or similar items of advertisement are to be placed in the schools without the express consent of the building principal.
12. No group that advocates discrimination or limits participation based on activities that are discriminatory in the legal sense shall be allowed to use school buildings or grounds or as determined by federal law.
13. Any activity that may violate the canons of good morals, manners, or taste, or be injurious to buildings, grounds, or equipment is prohibited.
14. Computer labs may be available during non-school hours in accordance with established procedure and with school personnel or school designated supervisor present.

Insurance Requirements

The user group assumes liability for all damage, injury, or loss of property that may result. It is the responsibility of the user group to assure they possess independent coverage. The group will hold the district harmless from claims arising from activities occurring in school building or on grounds being sponsored in accordance with the facility request. The group may be required to provide a certificate of insurance to indemnify the grounds and the district against any and all suits for injury or loss sustained by attendance at the function.

Classification of Users

Fees to be charged, insurance and liability coverage required, and types of chaperons or supervisors needed, will be determined in part by the classification of users. School sponsored organizations shall not be charged for use of school facilities.

Class 1

This class includes school support organizations such as parent teacher organizations, scholarship associations, and booster clubs. The above mentioned groups may be charged if the event they are sponsoring is such that it creates a charge to the participants and/or results in profit for the organization. Other groups in this class include non-profit, civic, charitable and religious organizations such as; Boy Scouts, Girl Scouts, 4-H groups, Brownies, Cub Scouts, religious groups, officially appointed groups of the municipal government, district citizens groups, approved charitable groups, cultural groups, service clubs, fine arts associations, theater groups, Northcentral Technical College (NTC), University of Wisconsin Systems, and other organizations not operating the event for profit and

devoted to community interest and /or child welfare. All of the above groups, unless otherwise indicated, must have at least 51% of their participants who are residents of the district. The above mentioned groups may be charged if the event they are sponsoring is such that it creates a charge to the participants and/or results in profit for the organization.

Class 2

This class includes for-profit groups and in-district religious organizations and other groups in the district that charge fees which are solely for the advancement of the group such as non-school related community organization fund raisers including religious fund raisers. Religious groups and/or organizations that are faced with a one time emergency may apply for a fee waiver or fee adjustment to be determined by the district administrator. Religious groups and/or organizations seeking extended use of school facilities will need to establish cause, and if determined to be acceptable by the district administrator, may be charged above the normal rate.

Class 3

This class includes out-of-district organizations and groups that are non-profit, charitable, philanthropic, civic, non-commercial, and/or exist for non-personal purposes such as non-district community organizations, and out-of-district service/social groups.

Cost/Fee Schedule

The board of education may place a charge on the use of school buildings and/or facilities not to exceed actual costs. Where charges are involved, the permit holder shall pay the fees prior to use. Payments for rental of space should be made out to Rib Lake School District. Groups that request use of facilities at times or in situations that require extra custodial help, cafeteria help, technicians, specialists, police, additional utilities, special wiring, additional construction, etc. will be charged extra costs in addition to the set fees. Such extra charges will include actual costs incurred by the district for extra staffing, including but not limited to alarm calls caused by the user. The amount of the extra costs to be charged will be determined by the district administrator or the building principal or his/her designee.

SCHOOL DISTRICT OF RIB LAKE

EQUIPMENT USE FORM

It is agreed between the School District of Rib Lake, herein referred to as District, and _____ herein referred to as user, that the District shall allow the User access and the use of equipment as conditioned and described below, subject to all of the policies and procedures of the Board of Education, in consideration of \$ _____ which includes: custodial or other staff costs \$ _____ and other costs (list) \$ _____.

ORGANIZATION REQUESTING USE: _____

EQUIPMENT TO BE USED: _____

DATE OF USE: _____

TIME NEEDED: FROM _____ TO _____

PURPOSE OF USE (Type of activity): _____

The undersigned has been given authority to act for and be responsible for the User making application. S/he will see that the equipment is not misused or abused, that there is proper adult supervision at all times, that the equipment is used in conformity with all policies and regulations of the Board and that all other terms of the use agreements are adhered to and followed.

It is further understood that in consideration of the equipment made available to the User, User agrees to indemnify and save the District harmless against all claims, suits, demands, orders, judgements as shall arise out of or by reason of action taken or not taken by the District under this contract including but not limited to damages and costs, for which the District may be found liable as well as reasonable attorneys fees and costs necessary to defend the interest of the District. It is further agreed that this indemnification and hold harmless agreement will apply even if injuries or other damages are caused in whole or in part acts of negligence by agents or servants or employees of the District.

Signed _____
(User Representative)

Date _____

Signed _____
(Building Principal)

Date _____

SCHOOL DISTRICT OF RIB LAKE

830 PERMIT

Building/Facility Use Application and Permit

User (Name of organization) (Please type or print clearly)		Contact Person	
Fiscal Agent			
Address of Contact Person		Telephone number of contact person	
Date(s) of use	Time of use From: To:	Special facility requirements (Be specific)	
Facility to be used/rooms/areas:			
Purpose of Use (Type of activity) (Include info. regarding speakers, presenters, etc.)		Is an admission fee to be charged? Yes No	
Is this a fundraising activity? Yes No	Estimated Profit? \$	Amount of Admission fee - \$ per	

It is agreed between the **Rib Lake School District**, herein referred to as **District**, and **User**, as outlined above, that the District shall allow the User access and the use of facilities as conditioned and described below, subject to all of the policies and procedures of the District Board of Education, in consideration of:

CONTRACT AMOUNT	
Services	Amount
Rental Fees	\$
Custodial and other staff costs	\$
Other Misc. Costs (list)	\$
TOTAL RENTAL COST	\$

The undersigned has been given authority to act for and be responsible for the User making application. S/he will see that the facilities are not misused or abused, that there is adequate adult supervision at all times, that the facilities are used in conformity with all policies and regulations of the Board and that all other terms of the use agreement are adhered to and followed.

The undersigned understands and agrees that this contract/permit does not establish an employer-employee relationship between the User and the District; that the event is not a school conducted or school sponsored event; and that the school will not exercise any physical or other control over the operation of the event other than those already spelled out in the agreement and the Board policies.

It is further understood that in consideration of the facilities made available to the User, User agrees to indemnify and hold the District harmless against all claims, suits, demands, orders, judgements or other forms of liability as shall arise out of or by reason of action taken or not taken by the District under this contract including but not limited to damages and costs, for which the District may be found liable as well as reasonable attorneys fees and costs necessary to defend the interest of the District. It is further agreed that this indemnification and hold harmless agreement will apply even if injuries or other damages are caused in whole or in part by acts of negligence by agents or servants or employees of the District.

**** Extra charges will include actual costs incurred by the district for extra staffing, including but not limited to alarm calls caused by the user.**

Signature-User Representative

Print Name & Title

Date

<i>For Office Use Only</i>	
SCHOOL USE: CLASS OF USER 1 2 3 OTHER _____	
SPECIAL INSURANCE NEEDED: YES ___ NO ___ ATTACH EVIDENCE COPY	
TOTAL COST FOR USES \$ _____ TO BE PAID ON _____	
_____ Signature - Building Principal	Date _____ Key Yes ___ No ___

3/13/08updated

SCHOOL DISTRICT OF RIB LAKE

831

TOBACCO USE ON SCHOOL PREMISES

The School District of Rib Lake is a tobacco free environment. This shall include all property owned by, rented by or under the control of the District.

The administrative staff shall inform students, staff and the general public about this policy.

Any student caught with any form of tobacco in his/her possession while on school premises, at school-sponsored functions or in school vehicles shall be suspended from school for up to three days.

Any violation of this policy by staff or members of the public shall be dealt with in accordance with established enforcement procedures.

LEGAL REF.: Sections 101.123 Wisconsin Statutes
120.12(20)
120.13(1)
254.92

FIRST READING: June 13, 2002

APPROVED: July 11, 2002

SCHOOL DISTRICT OF RIB LAKE

832

WEAPONS ON SCHOOL PREMISES

The Rib Lake School District shall strive to provide a safe and healthy environment for all persons on its premises or attending any of its activities or functions. To aid in reaching that goal, the District shall enforce a policy that no person shall unlawfully possess nor use a dangerous weapon on school premises, on school buses or at any school-related event. For purposes of School board policy, a "dangerous weapon" is defined as a firearm (whether loaded or unloaded), BB or pellet gun, explosive devices, nunchaku or other martial arts instruments, metal knuckles, razor, knife, chain, club, container of tear gas or similar substance used to cause bodily discomfort, or a look-alike/facsimile weapon such as a toy or other object which could be reasonably mistaken for an actual dangerous weapon and which intended to and/or capable of intimidating, alarming, threatening someone or for use to inflict bodily harm.

If any school personnel suspect or observe a person to be in possession of a dangerous weapon, they should exercise careful judgment and extreme caution to determine whether that person will voluntarily surrender the weapon to school personnel. If in the judgment of school personnel, cooperation in surrendering the weapon is not evident, the individual should be kept under surveillance until law enforcement personnel arrive and disarm the suspect.

Any person violating this policy shall be referred to law enforcement officials for possible prosecution for violation of state or federal laws, local, city or village ordinances relating to possession or use of firearms or other dangerous weapons. In addition to prosecution, students who violate this policy shall be subject to disciplinary action, including suspension and expulsion, in accordance with established state law and District procedure. District employee found in violation of this policy shall also be subject to disciplinary action in accordance with current employee agreements, Board policies and state laws.

LEGAL REF.: Sections 120.13(1) Wisconsin Statutes
941.2965
948.60
948.605
948.61
PI 11, Wisconsin Administrative Code
Individuals with Disabilities Education Act Amendments
Gun-Free Schools Act of 1994
18 USC 921(a)(3)

CROSS REF.: 443, Student Discipline
RLEA Agreement

FIRST READING: December 10, 1998

REVISED: May 10, 2007

SECOND READING: July 12, 2007

SCHOOL DISTRICT OF RIB LAKE

840

PUBLIC GIFTS TO THE SCHOOLS

The Board may accept and use any bequest or gift of money or property for a purpose deemed by the Board to be consistent with District goals.

All gifts or bequests shall become the sole property of the District to be used at the discretion of the Board, unless otherwise specified in the bequest.

The District shall not discriminate in acceptance and administration of gifts, bequests, scholarships and other aids, benefits or services to students from private agencies, organizations or persons on the basis of sex, race, religion, national origin, color, ancestry, creed, pregnancy, marital or parental status, sexual orientation, physical, mental, emotional or learning disability or handicap. Discrimination complaints shall be processed in accordance with established procedures.

LEGAL REF.: Sections 118.13 Wisconsin Statutes
118.27
PI 9.03(1) of the Wisconsin Administrative code

CROSS REF.: 411-Rule, Student Discrimination Complaint Procedures

FIRST READING: June 11, 2002

APPROVED: July 11, 2002

SCHOOL DISTRICT OF RIB LAKE

850

PUBLIC SOLICITATIONS/PROMOTIONS ON SCHOOL PREMISES

No person shall be permitted to sell, promote the sale of, or act as an agent or solicitor for the sale of any goods or services on District property or at a District activity without the permission of the District Administrator or his/her designee.

LEGAL REF.: Section 118.12 Wisconsin Statutes

FIRST RERADING: June 13, 2002

APPROVED: July 11, 2002

SCHOOL DISTRICT OF RIB LAKE

860

VISITORS TO THE SCHOOLS

The Board recognizes that it has a responsibility to make reasonable efforts to: provide for the general safety of students, employees and other individuals authorized to be in school buildings; enable educational and other activities to be carried on effectively and without interruption; and, preserve and safeguard the buildings, equipment and other property. The following individuals are authorized to enter and remain in a school district building, or portion of a building as appropriate:

1. Any student participating in his/her educational program or school activities.
2. Student visitors, with permission of the principal and teacher.
3. All parents and guardians.
4. Professionals visiting students.
5. Any District employee, officer, agent or volunteer conducting District business.
6. Any individual attending or participating in a meeting, activity or event open to the general public.
7. Any individual with the express permission of the building principal, District Administrator or Board.
8. Any individual authorized to enter and remain pursuant to law or Board policy, contract or agreement to the extent and for the purpose provided in the law, policy, contract or agreement.

The building principal shall be responsible for determining whether an individual has the authority to enter and remain in the building. The principal may require any individual to identify him/herself and sign in when entering or remaining in the building or portion of the building. The principal may establish any other procedures needed to make this determination.

Any individual in violation of this policy may be referred to law enforcement officials for prosecution under applicable state law(s).

LEGAL REF.: Section 120.13(35) Wisconsin Statutes

REVISED: July 11, 2002

SCHOOL DISTRICT OF RIB LAKE

870

PUBLIC COMPLAINTS

The School District of Rib Lake is open to complaints expressed by individuals in the District. These complaints should be taken seriously and dealt with in an orderly, professional manner.

Parents or citizens with complaints about the District or its operation are encouraged to attempt to resolve the matter informally by discussing their complaint directly with the District employee most closely involved. If an individual's informal attempt to resolve a complaint is not satisfactory, he/she shall be encouraged to pursue the concern or complaint formally in accordance with established procedures.

CROSS REF.: 870-Rule, Procedure for Handling Public Complaints

FIRST READING: June 13, 2002

APPROVED: July 11, 2002

SCHOOL DISTRICT OF RIB LAKE

870-Rule

PROCEDURE FOR HANDLING PUBLIC COMPLAINTS

INFORMAL PROCEDURE

Any person who has a complaint about the District, including an instructional program, should discuss the matter with the District employee who would be most able to respond with knowledge of the situation that gives rise to the complaint. (For example, complaints regarding the Title I program should be discussed with the Title I teacher, etc.) The employee shall determine the substance of the complaint and the type of relief requested, investigate the complaint and resolve the matter as determined appropriate and necessary. This should be done in a timely manner.

If the resolution of the matter is not acceptable to the complainant, he/she may initiate a formal complaint according to the procedures listed below.

FORMAL COMPLAINT PROCEDURES

Step 1: A written statement of the complaint shall be prepared by the complainant, signed and presented to the District Administrator or designee. If the complainant is a minor, the complaint should also be signed by his/her parent or guardian. The written statement should clearly identify the particular complaint, the facts on which the complaint is based and a description of any relief sought. If the complaint relates to a possible violation of state and/or federal laws or regulations applicable to a particular instructional program (e.g., Title I), the statement should include a statement that the District has violated a legal requirement applicable to the instructional program and include sufficient information as to when, where and the nature of the activity perceived to be in violation of the law and/or regulations.

The District Administrator or designee shall thoroughly investigate the complaint and reply in writing to the complainant within (10) school/business days.

Step 2: If the complainant wishes to appeal the decision of the District Administrator or designee, he/she may appeal through a signed, written statement to the Board within (5) school/business days of his/her receipt of the District Administrator's response to Step 1. In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives at the next regular Board meeting. A copy of the Board's disposition of the appeal shall be sent by the Board Clerk to each concerned party within (10) school/business days of this meeting.

Step 3: If the complainant is not satisfied with the Board's decision, the complainant may pursue alternate actions available under

state or federal law. If, for example, the complainant alleges the District violated laws and/or regulations governing state-administered programs funded under the Improving America's Schools Act (e.g., Title I-funded programs), the complainant may file a written appeal to the Department of Public Instruction within 30 days of receipt of the Board's decision on the matter.

REVISED: July 11, 2002