

FERPA & Student-Privacy Compliance Brief

How Vocalite's AI front desk and enrollment engine are designed to support district

Prepared for PREPARED FOR DISTRICT LEADERSHIP, TECHNOLOGY TEAMS, AND COUNSEL · SEPTEMBER 2026 · VOCALITE.IO

SECTION 01

Purpose of This Brief

This brief explains how Vocalite's AI front desk and enrollment engine are designed to support a district's obligations under the Family Educational Rights and Privacy Act (FERPA) and applicable state student-privacy law. It gives administration and counsel a clear picture of the service's data-handling design before any agreement is executed. It is intended to be read alongside our ADA & Digital Accessibility Compliance Brief as part of the district's vendor review.

This document is an informational overview of the service's design and is not legal advice. The district remains the entity responsible for its FERPA obligations; binding terms are governed by the written agreement, which the district and its counsel should review independently.

SECTION 02

FERPA Framework and Vocalite's Role

FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) protects personally identifiable information in student education records. The exception relevant to a service provider like Vocalite is the "school official" exception (34 CFR § 99.31(a)(1)(i)(B)): a district may disclose PII without consent to a contractor that:

- performs an institutional service the district would otherwise use its own employees for;
- is under the district's direct control with respect to the use and maintenance of education records; and
- is bound by the use-and-redisclosure limits of 34 CFR § 99.33(a) - PII used only for the authorized purpose, never redisclosed without authorization.

Vocalite is designed to operate within this exception. The written agreement establishes the direct-control relationship the exception requires; whether to designate Vocalite a school official in the district's annual FERPA notification is the district's determination. Where the front desk handles directory information (hours, calendars, registration steps), Vocalite defers to the district's directory-information designations under 34 CFR § 99.37.

SECTION 03

How Student Data Is - and Isn't - Handled on Calls

By design, the voice agent's knowledge base contains directory- and process-level information - sites, departments, calendars, routing rules, FAQs - not student education records.

- No PII from education records is disclosed by phone: the agent does not read out grades, attendance histories, disciplinary information, or record-level detail.
- Identity verification precedes any account-specific conversation, under the district's rules - or the call escalates.
- Human escalation for record access: sensitive, safety-related, or record-touching requests are warm-transferred to designated district staff. The agent does not counsel and does not improvise.

- Enrollment intake is inquiry data, not a record: what a prospective family volunteers is captured and delivered to the district's registrar; the authoritative education record is created and held in the district's own system.

SECTION 04

Call Recording and Consent

Where calls are recorded, callers are notified at the outset of the call consistent with the applicable state's consent law (in all-party-consent states such as California, per Penal Code §§ 632, 632.7). Recordings and call logs are maintained as the district's records, handled under the same agreement terms as all other district data.

SECTION 05

State Student-Privacy Statutes

Most states layer their own student-privacy statutes over FERPA - student-data-privacy contract requirements, SOPIPA-style prohibitions, or both. Vocalite's agreement is structured to carry the required provisions state by state. California, as a worked example:

- AB 1584 (Ed. Code § 49073.1): pupil records remain the property and under the control of the district; no use beyond the authorized purposes and never targeted advertising; access-and-correction and security procedures described; breach notification; deletion on completion of the agreement.
- SOPIPA (B&P § 22584): no sale of student information, no targeted advertising, no non-educational profiling, reasonable security procedures.
- For districts in other states, the agreement carries that state's equivalent provisions - reviewed with the district's counsel during procurement.

SECTION 06

Data Security, Governance, and District Control

The direct-control relationship at the center of the school-official exception is operational, not abstract:

- Purpose limitation: district data is used solely to provide the contracted service - never sold, never shared for any unrelated purpose.
- The district reviews and approves the agent's knowledge base before go-live and controls its contents thereafter.
- The district names the escalation contacts and defines when a call transfers to a human.
- Call logs are the district's records, available for the district to audit; the district retains ownership and control of all pupil records at all times.
- Retention and deletion follow the agreement, including deletion at its conclusion; breach notification provisions consistent with applicable law.

SECTION 07

Requirement-to-Design Summary

Requirement	How Vocalite is designed to support it
FERPA - consent for disclosure	Operates within the school-official exception; no record-level PII disclosed by phone.
FERPA - direct control	Written agreement establishes district control; district approves knowledge base and escalation rules.
FERPA - no redisclosure (§ 99.33(a))	Information used only for the contracted purpose; never redisclosed or sold.

Requirement	How Vocalite is designed to support it
State recording-consent laws	Callers notified at call start where required; logs held as district records.
State student-data contract statutes	Agreement carries the required provisions per state (e.g., CA AB 1584): ownership, purpose limits, security, breach notice, deletion.
SOPIPA-style prohibitions	No sale of student information; no targeted advertising; no non-educational profiling.

Vocalite welcomes a direct conversation with the district's administration and counsel on any point in this brief. Binding specifics - exact contract language, retention windows, escalation contacts - are settled in the written agreement and during the 3-5 day onboarding, when the district reviews and approves the configuration before the service goes live. Questions: hello@vocalite.io · vocalite.io/compliance