

COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT  
Board of Trustees Meeting  
June 10, 2019

**DUAL ENROLLMENT PARTNERSHIP –** **9**  
**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN**  
**THE COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE**  
**DISTRICT AND CRESCENT VALLEY PUBLIC CHARTER**  
**SCHOOL II/ DESERT SANDS PUBLIC CHARTER, INC.**

**Status:**                      **Action**

Presented by:      Jennifer Vega La Serna, Ph.D.  
   Vice President, Academic Services

**Issue**

Dual Enrollment Partnership – (MOU) between the College of the Sequoias Community College District (COS) and Desert Sands Public Charter, Inc (DSPCI).

**Background**

This MOU is to establish a dual enrollment partnership between COS and DSPCI – Crescent Valley Public Charter School II.

**Recommended Action**

It is recommended that the Board of Trustees approve the MOU agreement between COS and DSPCI.

**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
**SEQUOIAS COMMUNITY COLLEGE DISTRICT**  
AND  
**CRESCENT VALLEY PUBLIC CHARTER SCHOOL II**  
(DUAL ENROLLMENT PROGRAM)

Sequoias Community College District ("COLLEGE DISTRICT") and Crescent Valley Public Charter School II, as operated by Desert Sands Public Charter, Inc. (hereinafter "SCHOOL") enter into this Memorandum of Understanding (hereinafter "MOU") regarding the operation of a dual enrollment program at SCHOOL's premises.

**WHEREAS**, the parties to this MOU desire to collaborate on a dual enrollment program that provides college credit in accordance with California Educational Code ("EC") Sections 76004(a) and 76004(d); and

**WHEREAS**, various operational aspects of a dual enrollment program are incorporated in Exhibit A attached hereto, the provisions of which establish adherence to various EC requirements and Federal laws pertaining to, among other things, allowances, apportionments, and enrollment; and

**WHEREAS**, the parties desire to enter this MOU regarding instructional services, which sets forth their mutual right and responsibilities and governs their business relationship regarding the dual enrollment program.

**NOW; THEREFORE**, SCHOOL and COLLEGE DISTRICT each agree to the following terms in this MOU:

**PROGRAM MANAGEMENT**

**1A. LIAISON**

1A.1 The COLLEGE DISTRICT shall appoint an academic department representative who will serve as Academic Liaison(s), and who work closely with dual enrollment instructor(s) at the SCHOOL, to ensure that, courses be taught at the appropriate rigor and standard.

1A.2 The Academic Liaison(s) will also keep the dual enrollment faculty informed of new course curriculum developments, textbooks adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, syllabus components and any other pertinent information as it pertains to their role as an instructor of the COLLEGE DISTRICT.

1A.3 The COLLEGE DISTRICT shall appoint an administrator, the Director for Dual Enrollment, who will serve as the primary point of contact for the program. The Director for Dual Enrollment shall manage the dual enrollment program and ensure communication between essential elements of the SCHOOL, the COLLEGE DISTRICT, and their respective academic and student affairs departments.

1A.4 The SCHOOL shall appoint an Administrative Liaison that serves as the primary point of contact for the SCHOOL.

**1B. ADMISSIONS AND REGISTRATION**

1B.1 Admissions and registration shall be coordinated by the SCHOOL Administrative Liaison and adhere to applicable policies and procedures established by the COLLEGE DISTRICT.

1B.2 Prior to registration for dual enrollment course(s), students must complete and the College of Sequoias admission online application.

1B.3 The SCHOOL will ensure that all participating students have completed all appropriate admissions, placement exams, registration process prior to prescribed deadline by the COLLEGE DISTRICT.

1B.4 The SCHOOL will confirm that participating students can benefit from advanced scholastic or vocational (college level) work.

1B.5 Registration and access to all dual enrolled courses scheduled at the SCHOOL shall be available to the general public.

1B.6 All dual enrollment courses shall meet the enrollment requirements as set forth by the COLLEGE DISTRICT.

1B.7 The SCHOOL and the COLLEGE DISTRICT will advise students about the benefits and implications of taking college courses, as well as the college's policies and expectations.

## **1C. COURSES**

1C.1 The courses offered in the SCHOOL must be of the same quality and rigor as those offered on the COLLEGE DISTRICT campus.

1C.2 Courses offered in the SCHOOL must be COLLEGE DISTRICT catalogued courses with the same department designations, course descriptions, numbers, titles, and credits.

1C.3 Courses offered in the SCHOOL must adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE DISTRICT

1C.4 Courses offered in the SCHOOL must adhere to academic policies of the COLLEGE DISTRICT.

1C.4 Site visits by one or more representatives of the COLLEGE DISTRICT shall be permitted by the SCHOOL to ensure that courses offered in the SCHOOL are the same as the courses offered on the COLLEGE DISTRICT campus.

## **1D. COURSE SCHEDULING**

1D.1 Course scheduling shall be coordinated by the SCHOOL Administrative Liaison and adhere to applicable policies and procedures established by the COLLEGE DISTRICT.

1D.2 The SCHOOL shall ensure that courses adhere to the contact hours required by the COLLEGE DISTRICT to grant credit.

## **1E. TEXTBOOKS AND COURSE MATERIALS**

1E.1 Courses held at the SCHOOL must use textbooks that are requested of assigned instructors and any other course related material approved by the COLLEGE DISTRICT.

1E.2 Material fees must be paid for by the SCHOOL for participating high school students.

1E.3 The DISTRICT certifies that none of its agents, employees, or representatives have a record of conviction of any serious or violent felony. Verification from DISTRICT Human Resources Office regarding compliance with Education Code section 45125.1 will be provided to SCHOOL on an agreeable date prior to teaching on SCHOOL's premises. In addition, COLLEGE DISTRICT and its

employees/agents who perform under this MOU must meet satisfactory clearance of a Tuberculosis test prior to engaging in teaching on SCHOOL'S premises. Any results from a background check or Tuberculosis test that do not conform to SCHOOL's internal policies on background checks and/or Tuberculosis tests will cause this MOU to terminate immediately.

## **IF. INFORMATION SHARING**

1F.1 The COLLEGE DISTRICT and SCHOOL may share information pertaining to the student; on condition that; information protected by FERPA and Education Code section 49061 is consented by the student.

1F.2 The COLLEGE DISTRICT and SCHOOL may share general information (information that does not require consent) for program management and program improvements purposes.

1F.3 The COLLEGE DISTRICT will provide the SCHOOL with a letter verifying criminal background check(s) and TB testing clearances of COLLEGE DISTRICT faculty(s) teaching course(s) at the SCHOOL.

## **FACULTY**

### **2A. ELIGIBILITY**

2A.1 Dual enrollment faculty must be COLLEGE DISTRICT approved teachers.

2A.2 Faculty provided by the SCHOOL shall meet the minimum qualifications and participate in hiring processes established by the COLLEGE DISTRICT.

2A.3 If necessary, substitute faculty will be approved by the COLLEGE DISTRICT using the same process and subject to the same conditions described herein.

### **2B. EXPECTATIONS**

2B.1 The COLLEGE DISTRICT must have the primary right to control and direct the activities of faculty provided by the SCHOOL while they are providing instruction in dual enrollment courses.

2B.2 Faculty provided by the SCHOOL who do not comply with the policies, regulations, standards, and expectations of the COLLEGE DISTRICT shall be ineligible to teach dual enrollment courses.

2B.3 The SCHOOL shall request instructor(s) from the COLLEGE DISTRICT to address instructional needs prior to course scheduling deadlines. The COLLEGE DISTRICT will provide instructor(s) if instructors are available and able to add the dual credit course(s) to their workload.

2B.4 The SCHOOL understands that some COLLEGE DISTRICT faculty have seniority; therefore, have priority to be assigned to courses. Therefore, COLLEGE DISTRICT faculty may utilize their seniority status and assigned to a course at the high school; despite the high school having a qualified dual enrollment instructor.

### **2C. COMPENSATION**

2C.1 Faculty compensation method shall be agreed upon by the COLLEGE DISTRICT and the SCHOOL.

2C.2 Since the SCHOOL is utilizing faculty of the COLLEGE DISTRICT; compensation is paid by COLLEGE DISTRICT.

2C.3 In the event that a scheduled course would exceed the required contact hours of instructional time, the parties would notify each other of same and determine the cost for such excess time, and the SCHOOL shall reimburse the COLLEGE DISTRICT for any such additional COLLEGE DISTRICT faculty compensation for the additional time or decide on an alternative activity to supplement instructional time.

2C.4 Dual enrollment courses that are held at the COLLEGE DISTRICT and taught by COLLEGE DISTRICT faculty, compensation are provided to those instructors by the COLLEGE DISTRICT.

2C.5 No COLLEGE DISTRICT faculty is to exceed the scheduled course instructional time.

## **2D. PROFESSIONAL DEVELOPMENT**

2D.1 The COLLEGE DISTRICT shall coordinate new faculty orientations, annual in-service trainings, and discipline specific professional development opportunities for faculty provided by the SCHOOL.

2D.2 Faculty provided by the SCHOOL must attend new faculty orientation and annual in-service training. Attendance at Convocation and Dialogue Days, and discipline specific professional development coordinated by the COLLEGE DISTRICT are highly encouraged.

2D.3 Faculty performance shall be evaluated in dual enrollment college courses by the COLLEGE DISTRICT using the adopted evaluation process and standards outlined in the respective Master Agreement of the COLLEGE DISTRICT.

## **STUDENTS**

### **3A. ELIGIBILITY**

3A.1 Eligibility for participation is determined by the SCHOOL under the terms as outlined in Section 1B.6; however, the SCHOOL shall have the ability to deny admissions using other measures of college readiness.

### **3B. ADMISSION AND REGISTRATION**

3B.1 Students must meet all course COLLEGE DISTRICT prerequisites requirements as established by the COLLEGE DISTRICT and stated in the COLLEGE DISTRICT catalog before enrolling in a dual enrollment course.

3B.2 Grades earned by students enrolled in dual enrollment courses will be posted on official COLLEGE DISTRICT transcripts.

3B.3 Students enrolled in dual enrollment courses will be directed to the official catalogue of the COLLEGE DISTRICT.

3B.4 Students enrolled in dual enrollment courses will be eligible for student support services, which shall be available to them at the COLLEGE DISTRICT itself.

3B.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE DISTRICT credit for work completed and must submit appropriate withdrawal paperwork by all published COLLEGE DISTRICT deadlines.

3B.6 A dropped class within the COLLEGE DISTRICT drop date will not appear on the high school transcript as a COLLEGE DISTRICT course, as long as the student dropped before drop deadlines. A

student may complete the course to receive high school credit. High school drop dates for a course is established by all published COLLEGE DISTRICT deadlines.

3B.7 Pursuant to the COLLEGE DISTRICT's Board Policy (Education Code Section 76300(f)) the enrollment fee for students who are Special Part-Time Students (Education Code 76001) will be waived by COLLEGE DISTRICT.

### **3C. ASSESSMENT OF LEARNING AND CONDUCT**

3C.1 Students enrolled in dual enrollment courses shall be held to the same standards of achievement as students on the COLLEGE DISTRICT campus.

3C.2 Students enrolled in dual enrollment courses shall be held to the same grading standards as those expected of students in campus COLLEGE DISTRICT sections.

3C.3 Students enrolled in dual enrollment courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in campus COLLEGE DISTRICT sections.

3C.4 Students enrolled in dual enrollment courses shall be held to the same behavioral standards as those expected of students in campus COLLEGE DISTRICT sections.

### **3D. EVALUATION**

3D.1 The COLLEGE DISTRICT and the SCHOOL may conduct end-of-term student evaluations for each dual enrollment course offered in the SCHOOL in accordance with established guidelines.

3D.2 The COLLEGE DISTRICT and the SCHOOL may survey and collect data on students and alumni of dual enrollment courses after they graduate from the SCHOOL.

3D.3. The COLLEGE DISTRICT and the SCHOOL may annually conduct surveys of participating DISTRICT instructors, principals, and guidance counselors.

3D.4 The COLLEGE DISTRICT and the SCHOOL shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of dual enrollment course delivery.

### **RECORDS**

4.1 Records of student attendance and achievement for all SCHOOL students who enroll in a dual enrollment course shall be maintained by the SCHOOL and by the COLLEGE DISTRICT.

### **INDEMNIFICATION**

5.1 Subject to Section 5.3, the SCHOOL agrees to and shall indemnify, save and hold harmless the COLLEGE DISTRICT, its governing board, officers, administrators, agents, and employees from any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages, causes of action, losses, and judgments, arising out of the performance of or in connection with their responsibilities under this MOU or arising out of or resulting from the sole negligence, wrongful or willful acts, gross misconduct or errors or omission of the SCHOOL, its officers, administrators, agents and employees.

5.2 Subject to Section 5.3, the COLLEGE DISTRICT agrees to and shall indemnify, save and hold harmless the SCHOOL and its governing board, officers, administrators, agents, and employees from any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages, causes of action, losses, and judgments, arising out of the performance of or in connection with

their responsibilities under this MOU or arising out of or resulting from the sole negligence, wrongful or willful acts, gross misconduct, or errors or omission of the COLLEGE DISTRICT, its officers, administrators, agents and employees.

5.3 The SCHOOL shall have no obligation to defend, hold harmless or indemnify COLLEGE DISTRICT, its governing board, officers, administrators, agents, and employees for their sole negligence, wrongful or willful acts, gross misconduct, errors or omissions. The COLLEGE DISTRICT shall have no obligation to defend, hold harmless or indemnify SCHOOL, its officers, agents and employees for their sole negligence, wrongful or willful acts, gross misconduct, or error or omissions.

5.4 The provisions of this Section 5 may not be voided, modified or waived by any other existing or future agreement, including but not limited to instructional service agreements.

### **INSURANCE**

6.1 The SCHOOL, in order to protect the COLLEGE DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this MOU, shall secure and maintain in force during the entire term of this MOU, an insurance policy or an approved program of self-insurance for general liability and auto liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/\$2,000,000 aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the COLLEGE DISTRICT, its agents, employees and officers as an additional insured for the purposes of this MOU. A certificate of insurance including such endorsement shall be furnished to the COLLEGE DISTRICT.

6.2 The COLLEGE DISTRICT, in order to protect the SCHOOL, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this MOU, shall secure and maintain in force during the entire term of this MOU, an insurance policy or an approved program of self-insurance for general liability and auto liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/\$2,000,000 aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the SCHOOL, its agents, employees and officers as an additional insured for the purposes of this MOU. A certificate of insurance including such endorsement shall be furnished to the SCHOOL.

6.3 Nothing in this Section 6 concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnifications provisions of this MOU.

### **APPORTIONMENT/FTES**

7.1 The COLLEGE DISTRICT may include the students enrolled in the dual enrollment courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments, so long as the dual enrollment courses comply with current requirements for dual enrollment under applicable California law. The SCHOOL must ensure the students are enrolled for at least a minimum day at the high school to also claim/receive state apportionment.

## **NON-DISCRIMINATION**

8.1 Neither the SCHOOL nor the COLLEGE DISTRICT shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other characteristic that is contained in the definition of hate crimes set forth in the California Penal Code.

## **TERM OF AGREEMENT**

9.1 This MOU shall be effective on the date authorized representatives of both parties sign it, and shall continue in effect until June 30, 2023 or until duly modified or terminated by the parties.

## **EARLY TERMINATION OR CHANGES**

10.1 This MOU may be terminated by either party with cause if the other party fails to comply with the insurance, indemnification requirements or otherwise commits a material breach of this MOU. Termination will be effective no sooner than fifteen (15) calendar days after a written demand to cure is provided and the other party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

10.2 Either party may terminate this MOU without cause at any time by providing 30 days prior written notice to the other party. Written notice of termination or changes to this MOU shall be addressed to the responsible person as listed in Section 11 below.

10.3 Upon termination of this MOU, the SCHOOL shall develop a COLLEGE DISTRICT approved plan that enables students to complete the dual enrollment course(s) they are enrolled in.

10.4 The indemnification provisions contained in Section 5 of this MOU shall survive termination for a period of two (2) years.

## **NOTICES**

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

### **COLLEGE DISTRICT**

College of Sequoias  
915 S. Mooney Blvd.  
Visalia, CA. 93277  
Attention: Brandon Hildreth

### **SCHOOL**

Crescent Valley Public Charter II  
116 W Main Street, Suite 200  
Visalia, CA 93291  
Attention: Rajkamal Gill

**INTEGRATION**

This MOU sets forth the entire agreement between the Parties relating to the subject matter of this MOU. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this MOU.

**MODIFICATION AND AMENDMENT**

No modifications or amendments of any of the terms or provisions of this MOU shall be binding unless made in writing and signed by the Parties.

**GOVERNING LAWS**

This MOU shall be governed by and interpreted according to the laws of the State of California.

**SEVERABILITY**

This MOU shall be considered severable, such that if any provision or part of the MOU is ever held invalid under any law or ruling, that provision or part of this MOU shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**COUNTERPARTS**

This MOU may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**IN WITNESS THEREOF**, the parties hereto have duly approved this MOU, as evidenced by their respective authorized signatures set forth below

Sequoias Community College District

Crescent Valley Public Charter School II

\_\_\_\_\_

*Jeri Vincent*  
\_\_\_\_\_

Brent Calvin  
Title: Superintendent/President

Jeri Vincent  
Title: Chief Financial Officer

Date: \_\_\_\_\_

Date: 05-10-19

SCHOOL'S Resource Center Locations:

Crescent Valley Public Charter School II  
116 W Main Street, Suite 200  
Visalia, CA 93291

## **Exhibit A**

The parties here shall adhere to Title II Education Code provisions governing dual enrollment specified in Education Code Section 48802 (a) and (b), Title III Education Code Section 76002; Education Code Section 49061; and Family Rights and Privacy ACT. The referenced Sections are detailed below:

Title II Education Code section 48802 all sections including (a).

Title II Education Code section 48802 all sections including (b):

A school district whose pupils attend a community college as special part-time students pursuant to this article shall, for purposes of allowances and apportionments from Section A of the State School Fund, continue to receive credit for attendance by those pupils computed in the manner prescribed by law, and a pupil's attendance at school for the minimum school day shall be deemed a day of attendance for purposes of making the computation.

Generally, to receive the full ADA, the high school must offer 360 minutes of instruction and the student must be enrolled for a minimum day, (240 minutes). Also, the college courses taken must be open to the public as provided below.

**Title III Education Code section 76002** all provisions including In particular, Section (a)(3):

If the (community college) class is offered at a high school campus, the class may not be held during the time the campus is closed to the general public, as defined by the governing board of the school district during a regularly scheduled board meeting.

For the purposes of this MOU, SCHOOL defines a "regular school day" as at least 240 minutes of instruction in high school credit only courses. Also, for the purposes of this MOU, the SCHOOL allows all dual enrollment COLLEGE DISTRICT courses offered on the high school campus to be open to the general public. The high school campus may require non-high school enrollees to adhere to all campus policies.

### **Education Code section 49061**

"Parent" means a natural parent, an adopted parent, or legal guardian. If the parents are divorced or legally separated, only a parent having legal custody of the pupil may challenge the content of a record pursuant to Section 49070, offer a written response to a record pursuant to Section 49072, or consent to release records to others pursuant to Section 49075. Either parent may grant consent if both parents have notified, in writing, the school or school district that an agreement has been made. If a pupil has attained the age of 18 years or is attending an institution of postsecondary education, the permission or consent required of, and the rights accorded to, the parents or guardian of the pupil shall thereafter only be required of, and accorded to, the pupil.

"Pupil record" means any item of information directly related to an identifiable pupil, other than directory information, that is maintained by a school district or required to be maintained by an employee in the performance of his or her duties whether recorded by handwriting, print, tapes, film, microfilm, or other means. "Pupil record" does not include informal notes related to a pupil compiled by a school officer or employee that remain in the sole possession of the maker and are not accessible or revealed to any other person except a substitute. For purposes of this subdivision, "substitute" means a person who performs the duties of the individual who made the notes on a temporary basis, and does not refer to a person who permanently succeeds the maker of the notes in his or her position.

"Directory information" means one or more of the following items: pupil's name, address, telephone number, date of birth, email address, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent previous public or private school attended by the pupil.

"School district" means any school district maintaining any kindergarten or any of grades 1 to 12, inclusive, any public school providing instruction in any kindergarten or any of grades 1 to 12, inclusive, the office of the county superintendent of schools, or any special school operated by the department.

"Access" means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record, an oral description or communication of a record or an accurate copy of a record, and a request to release a copy of any record.

"County placing agency" means the county social service department or county probation department

### **Family Rights and Privacy ACT**

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.

Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.

Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):

School officials with legitimate educational interest;

Other schools to which a student is transferring;

Specified officials for audit or evaluation purposes;

Appropriate parties in connection with financial aid to a student; Organizations conducting certain studies for or on behalf of the school;

Accrediting organizations;

To comply with a judicial order or lawfully issued subpoena;

Appropriate officials in cases of health and safety emergencies; and

State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

For additional information, you may call 1-800-USA-LEARN (1-800-872-5327) (voice). Individuals who use TDD may use the Federal Relay Service.

Or you may contact us at the following address:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW Washington, D.C. 20202-8520