

Terms and Conditions

Effective Date: February 22, 2026

Last Updated: March 6, 2026

These Terms and Conditions (“Terms”) govern your use of the website (the “Site”) operated by Macon-Piatt Special Education District (“Cooperative,” “we,” “our,” or “us”), an Illinois special education cooperative organized pursuant to the Illinois School Code, 105 ILCS 5/10-22.31 and related provisions.

By accessing or using this Site, you agree to be bound by these Terms.

1. Purpose of Website

This Site provides general information regarding Cooperative programs, services, governance, meetings, employment, and resources for member districts and the public.

Nothing on this Site constitutes legal advice, an Individualized Education Program (IEP), placement decision, or binding educational determination. Official actions of the Cooperative occur only through properly convened Board action in accordance with Illinois law.

2. Governing Law and Statutory Authority

The Cooperative operates pursuant to the Illinois School Code (105 ILCS 5/1-1 et seq.), applicable federal special education law including the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and other applicable state and federal laws.

These Terms shall be governed by the laws of the State of Illinois.

3. Use of the Website

You agree to use the Site lawfully and in accordance with:

- The Illinois School Code
- Applicable Board policies
- State and federal student privacy laws
- All applicable local, state, and federal regulations

You may not:

- Attempt unauthorized access to confidential student or personnel data
- Interfere with Site security
- Upload malicious software
- Harass, defame, or threaten staff, students, or member districts
- Post confidential education records or personally identifiable student information

The Cooperative reserves the right to restrict access for violations.

4. Board Policy Cross-Reference

Use of this Site is subject to applicable Cooperative Board policies, including but not limited to policies concerning:

- Technology use and acceptable use
- Student records
- Public records compliance
- Community relations
- Copyright and intellectual property
- Website and social media governance

In the event of a conflict between these Terms and Board policy, Board policy and applicable law shall control.

5. Intellectual Property

All content on this Site—including text, graphics, reports, program descriptions, logos, documents, photographs, and multimedia—is owned by the Cooperative or used with authorization.

Materials may be used for personal, educational, and non-commercial purposes only. Unauthorized reproduction or redistribution is prohibited.

6. Student Records and FERPA Compliance

The Cooperative complies with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and the Illinois School Student Records Act (105 ILCS 10/).

The Site is not intended for submission or storage of official student education records. Users must not post or transmit confidential student information.

Unauthorized disclosure of protected student information may result in removal of content and possible legal action.

7. User-Generated Content (Blog and Submissions)

If the Site permits comments or submissions:

By submitting content, you:

- Grant the Cooperative a non-exclusive, royalty-free, perpetual license to publish and distribute such content.
- Represent that you have authority to submit the content.
- Agree not to post unlawful, defamatory, obscene, harassing, or confidential material.

The Cooperative reserves the right to moderate, edit, or remove content consistent with Board policy and applicable law.

User-generated content does not reflect official Cooperative positions unless expressly stated.

8. Parent/Guardian Consent for Minor Submissions

If a minor under 18 submits content to the Site or Cooperative-managed social media:

- Submission must occur with parent or legal guardian consent.
- By submitting content, the parent/guardian represents and warrants that they authorize publication.
- The Cooperative may require written consent prior to posting.

No education records protected under FERPA or the Illinois School Student Records Act (ISSRA) may be submitted.

9. Social Media Governance

Official Cooperative social media accounts are subject to Board policy and applicable Illinois law.

The Cooperative may remove content that:

- Violates law or Board policy
- Discloses confidential information
- Is defamatory, threatening, or obscene
- Is unrelated to Cooperative business
- Constitutes commercial promotion

Public comments may constitute public records under Illinois law.

10. Illinois Freedom of Information Act (FOIA)

As a public educational entity, the Cooperative is subject to the Illinois Freedom of Information Act (5 ILCS 140/).

Communications submitted through the Site, including emails and form submissions, may constitute public records and may be disclosed upon request unless exempt under law.

Users are advised not to submit confidential or sensitive personal information via public website forms.

11. ADA and Accessibility Statement

The Cooperative is committed to digital accessibility in compliance with:

- The Americans with Disabilities Act (ADA)
- Section 504 of the Rehabilitation Act
- Applicable Illinois accessibility requirements

We strive to ensure the Site is accessible to individuals with disabilities, including users of assistive technologies.

To report accessibility concerns, contact:

Kathy Horath, Director
krhorath@dps61.org
+1 (217) 362-3055

We will make reasonable efforts to provide accessible alternatives.

12. Website Analytics

The Cooperative uses Google Analytics to analyze website traffic and improve user experience. This service collects non-personal usage data such as browser type, IP address, and pages visited.

Use of the Site constitutes consent to such data collection as described in our Privacy Policy.

13. Disclaimer of Warranties

THIS SITE IS PROVIDED “AS IS” AND “AS AVAILABLE.”

To the fullest extent permitted by Illinois and federal law, the Cooperative disclaims all express and implied warranties, including:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Accuracy or completeness

We do not guarantee uninterrupted or error-free operation.

14. Limitation of Liability

To the maximum extent permitted by law, the Cooperative, its Governing Board, member districts, officers, employees, and agents shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising from:

- Use of or inability to use the Site
- Reliance on Site information
- User-generated content
- Unauthorized access to systems

The content on the pages of this website are for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your sole remedy is to discontinue use of the Site.

15. Indemnification

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services, or information available through this website meet your specific requirements.

Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.

From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

You agree to indemnify and hold harmless the Cooperative and its member districts from claims arising from:

- Your violation of these Terms
- Your submitted content
- Your misuse of the Site
- Your infringement of privacy or intellectual property rights

16. Modifications

The Cooperative may update these Terms at any time. Continued use of the Site constitutes acceptance of revisions.

17. Contact Information

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