

Terms & Conditions

Access Growth Advocacy

Effective Date: Jun 6, 2026

Welcome to the website of Access Growth Advocacy (“AGA,” “we,” “our,” or “us”). These Terms & Conditions govern your use of our website, resources, forms, content, and online materials.

By accessing or using this website, you agree to these Terms & Conditions. If you do not agree, please do not use this website.

1. Website Use

This website is intended to provide general information about Access Growth Advocacy, our services, special education advocacy, parent support, and related educational resources.

You agree to use this website only for lawful purposes and in a way that does not interfere with the website’s operation, security, availability, or use by others.

2. Informational Purposes Only

The information provided on this website is for general educational and informational purposes only. Website content may include information about special education processes, IEPs, 504 Plans, evaluations, school meetings, parent rights, advocacy strategies, and related topics.

Information on this website is not a substitute for individualized advocacy support, legal advice, medical advice, educational evaluation, or professional services specific to your child’s circumstances.

Because special education matters are highly individualized and may vary by state, district, school, student need, and specific facts, information on this website should not be relied upon as a guarantee of any particular result.

3. No Attorney-Client Relationship

Access Growth Advocacy is not a law firm. Madison Nigh is not an attorney and does not provide legal advice or legal representation.

Use of this website, submission of a contact form, downloading a resource, scheduling a consultation, or communicating with AGA does not create an attorney-client relationship.

Families seeking legal advice should consult with a licensed attorney.

4. No Client Relationship Created by Website Use

Using this website, submitting an inquiry, sending an email, completing a form, downloading a resource, or contacting AGA does not create a client relationship.

A client relationship with AGA begins only when all required steps are completed, which may include consultation, conflict or availability review, signed service agreement, required authorizations, and payment of applicable fees.

AGA reserves the right to decline services for any reason, including but not limited to availability, scope of need, location, conflict concerns, or matters outside the services AGA provides.

5. Services

AGA provides non-attorney special education advocacy services, which may include educational record review, parent consultation, meeting preparation, school communication support, document drafting, IEP/504 advocacy support, and related advocacy services.

The specific services provided to each client are governed by the signed service agreement between AGA and the client. If there is any conflict between these website Terms & Conditions and a signed service agreement, the signed service agreement controls.

Website descriptions of services are general and do not guarantee that a particular service is available, appropriate, or included for every client.

6. No Guarantee of Outcome

AGA is committed to providing thoughtful, informed, and individualized advocacy support. However, we cannot and do not guarantee any specific result.

This includes, but is not limited to, eligibility decisions, IEP or 504 Plan changes, placement decisions, service approvals, school district responses, evaluations, meeting outcomes, complaint outcomes, settlement outcomes, or any other educational or advocacy result.

Decisions are often made by schools, districts, agencies, hearing officers, courts, or other third parties outside of AGA's control.

7. Parent/Guardian Responsibility

Parents and guardians remain responsible for making final decisions regarding their child's education, services, placement, evaluations, medical care, legal action, and advocacy strategy.

AGA may provide information, recommendations, document support, and advocacy guidance, but final decisions remain with the parent/guardian unless otherwise required by law or court order.

Parents/guardians are responsible for providing accurate, complete, and timely information to AGA. AGA is not responsible for errors, delays, or outcomes resulting from incomplete, inaccurate, withheld, or delayed information.

8. Confidentiality and Privacy

AGA respects the privacy of families and students. Information submitted through this website or shared with AGA is handled in accordance with our Privacy Policy.

Please do not submit confidential student records, medical records, legal documents, or sensitive information through a general website contact form unless specifically instructed. If records are needed, AGA may provide instructions for submitting documents in a more appropriate manner.

Use of this website is also governed by our Privacy Policy, which is incorporated into these Terms & Conditions by reference.

9. Electronic Communications

By contacting AGA through the website, email, phone, text, scheduling platform, form, or other electronic method, you consent to receive communications from AGA.

You understand that electronic communications, including email, website forms, and text messages, may not be completely secure. While AGA takes reasonable steps to protect information, no electronic communication method can be guaranteed to be fully secure.

10. Payments, Fees, and Billing

Any fees, payment terms, billing schedules, retainers, subscriptions, or service costs are governed by the applicable service agreement, invoice, authorization form, or written agreement between AGA and the client.

Prices, service descriptions, and availability listed on the website may be changed at any time without prior notice. Website information does not create a binding fee agreement unless confirmed in writing by AGA.

11. Cancellations and Scheduling

Consultations, meetings, and services may be subject to scheduling availability, cancellation policies, late cancellation fees, or rescheduling terms as stated in the applicable service agreement or written communication from AGA.

AGA is not responsible for missed deadlines, missed meetings, or delays caused by a client's failure to provide timely information, documents, authorizations, or payment.

12. Website Resources and Downloads

AGA may provide free or paid resources, guides, checklists, templates, blog posts, social media content, or downloads.

These materials are provided for general educational purposes only and may not apply to every student, school district, state, or situation.

Downloading, purchasing, or using a resource does not create a client relationship with AGA.

13. Intellectual Property

All content on this website, including text, graphics, logos, images, downloads, templates, checklists, resources, branding, website design, and other materials, is owned by or licensed to Access Growth Advocacy unless otherwise stated.

You may view, download, or print materials for your personal, non-commercial use only.

You may not copy, reproduce, modify, distribute, sell, publish, upload, share, or use AGA materials for commercial purposes without written permission from AGA.

You may not remove copyright notices, branding, disclaimers, or ownership language from AGA materials.

14. User Submissions

If you submit information, comments, forms, messages, documents, or other materials to AGA, you represent that you have the right to provide that information.

You agree not to submit false, misleading, defamatory, unlawful, harmful, or unauthorized information.

By submitting information to AGA, you allow us to use that information for the purpose of responding to your inquiry, providing services, reviewing documents, communicating with you, or operating our business, consistent with our Privacy Policy.

15. Third-Party Links and Tools

This website may include links to third-party websites, resources, social media pages, scheduling tools, payment processors, document platforms, or other outside services.

AGA is not responsible for the content, accuracy, policies, security, availability, or practices of third-party websites or platforms.

Your use of third-party websites or tools is subject to their own terms and privacy policies.

16. Website Availability and Accuracy

AGA makes reasonable efforts to keep website information current and accurate. However, we do not guarantee that all content is complete, current, error-free, or applicable to your specific situation.

We may update, remove, revise, or discontinue website content, services, resources, or features at any time without notice.

AGA does not guarantee that the website will always be available, secure, uninterrupted, or free from errors, viruses, or other harmful components.

17. Limitation of Liability

To the fullest extent permitted by law, Access Growth Advocacy, its owner, representatives, contractors, affiliates, and service providers shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or other damages arising from or related to:

- Use of this website
- Inability to access the website
- Reliance on website content
- Use of downloadable resources
- Third-party links, tools, or platforms
- Electronic communications
- Any action taken or not taken based on information from this website

This limitation applies even if AGA has been advised of the possibility of such damages.

18. Indemnification

You agree to indemnify and hold harmless Access Growth Advocacy, its owner, representatives, contractors, affiliates, and service providers from any claims, damages, losses, liabilities, costs, or expenses arising from your use of this website, your violation of these Terms & Conditions, your submission of information, or your misuse of AGA content or resources.

19. Governing Law

These Terms & Conditions are governed by the laws of the State of Maryland, without regard to conflict of law principles.

Any disputes related to this website or these Terms & Conditions shall be handled in accordance with applicable Maryland law, unless otherwise stated in a signed agreement between AGA and the client.

20. Changes to These Terms

AGA may update these Terms & Conditions at any time. Updates will be posted on this page with a revised effective date.

Your continued use of the website after changes are posted means you accept the updated Terms & Conditions.

21. Contact Information

If you have questions about these Terms & Conditions, please contact:

Access Growth Advocacy

Website: www.AccessGrowthAdvocacy.com

Email: info@AccessGrowthAdvocacy.com

Phone: 240-301-3312