



U.S. Department of Justice

Civil Rights Division, Educational Opportunities Section
U.S. Attorney's Office, Northern District of Iowa



**Cedar Rapids
Community School District**
Every Learner. Future Ready.

Summary of
Settlement Agreement
between
The United States of America
and
The Cedar Rapids Community School District



Overview

The Educational Opportunities Section of the United States Department of Justice’s Civil Rights Division and the United States Attorney’s Office for the Northern District of Iowa (together, the “United States”) received allegations that the Cedar Rapids Community School District (“District”) improperly secluded and restrained students with disabilities. In response, the United States opened an investigation under Title II of the Americans with Disabilities Act in October 2020.

The District fully cooperated and operated in good faith with the United States during the investigation. The United States and the District reached a Settlement Agreement (the “Agreement”) on September 12, 2022.

This document summarizes the Agreement. You can review the entire Agreement on the Department of Justice’s [website](#).

This summary is intended to increase awareness of the Settlement Agreement and share with the Cedar Rapids community the steps the District is taking to better serve its students with disabilities. This summary is designed for those who may not have a legal background.



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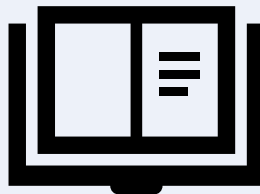


Section 1: General Terms

Highlights

- The District will follow federal law **prohibiting discrimination based on disability.**
- The District will **revise its existing policies, practices, and procedures.**
- The Agreement exists **in addition to or alongside state law.** Any change in state law will not affect the District's responsibilities under the Agreement.

Please go [here](#) for more information about the prohibition on seclusion and [here](#) for more information on appropriate physical restraint practices.





Section 2: District Policy

Highlights

The District will revise its policies and practices so **students with disabilities are not impermissibly excluded from class due to behaviors related to their disabilities.**

The District's revised policies will:

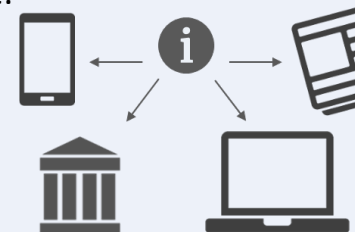
- Require staff to use appropriate behavior management and de-escalation techniques,
- Prohibit the use of seclusion,
- Implement revised physical restraint procedures, including for data collection, outlined in the Agreement, and
- Explain the structure and purpose of its Multi-Tiered System and Supports program.

Deadline:

District will implement these policies and practices **within 30 days of the Agreement.**

The District will **share the following Crisis Prevention-related information** from the revised policy:

- **Only Crisis Prevention Team members may physically restrain students**, unless there is an emergency and a Team member is not yet available.
- Before the first day of each semester:
 - All employees will be informed about the role of Crisis Prevention; and
 - The Crisis Prevention Team will be identified for each school.
- Before the first day of each school year:
 - The District will post information about Crisis Prevention on the District-wide website.





Section 3: Exclusionary Practices

Highlights

- The District will **track every time the Crisis Prevention Team is called or a physical restraint is performed.**
- The District will **add new data fields** to Infinite Campus, its student information system (see Appendix C for the list of required fields).
- Staff will **complete the data fields within one day** of a student being removed from class due to behavior.
- The Executive Director of Behavior Supports will **monitor the tracking system.**



Deadline:

District will provide drafts of all revised policies for the United States' review and approval **within 30 Days of the Agreement.**





Section 4: Seclusion

Highlights

The District will stop using seclusion.

In addition to prohibiting the use of seclusion, the District will **dismantle all seclusion rooms** and **will not use former seclusion rooms** to discipline students or otherwise handle student behavior.

The District will, within 30 days:

- Tell all employees that **seclusion is prohibited**.
- **Revise its policies** to prohibit the use of seclusion.
- Provide **drafts of all revised policies** for the United States' review and approval.

Deadline:

District will notify all employees about the prohibition on the use of seclusion **within 30 days of the Agreement**.

What IS seclusion?

Seclusion is the **involuntary confinement of a student alone in any room or area**. An adult blocking a student's way to leave a room or area, blocking the student's escape route, or holding the door shut is considered seclusion.

What is NOT seclusion?

A Crisis Prevention Team preventing a student from leaving their school building **when specifically provided for in the student's Behavior Intervention Plan ("BIP") to ensure the student's safety** is not considered seclusion.

Deadline:

District will revise policies to prohibit seclusion and provide drafts to the United States **within 30 days of the Agreement**.





Section 5: Physical Restraint

Highlights

The District will **implement new policies about physical restraint, including:**

- Physical restraint may be used **only when there is an immediate and imminent risk of substantial bodily injury** to the student or others.
- It must be a **last resort** done by **Crisis Prevention Team Members** after all appropriate de-escalation techniques are implemented and proven unsuccessful.
- It will last the **minimum time necessary** to prevent immediate and imminent harm to the student or others and will end when the student's behavior no longer poses an immediate risk.
- It **will not be used as a punishment** or to force compliance with rules or directives.

After physical restraint, the District will **provide counseling or psychological support** to the student.

The District will also adopt policies and procedures for **suicide prevention, trauma, and toxic stress responses.**

Deadline:

District will revise its policies on physical restraint and provide drafts for the United States' review and approval **within 30 days of the Agreement.**





Section 6: FBAs and BIPs

Highlights

The District will comply with Appendix A's requirements about FBAs and BIPs.

Within a year of the start of the Agreement:

- The District will **review all current FBAs and BIPs** to determine if they align with Appendix A's requirements.
- If they do not, the District will **complete new FBAs and develop new or revised BIPs** to align with Appendix A's requirements.



What is a BIP?

“Behavior Intervention Plan” or **“BIP”** is an individualized plan that uses evidence-based interventions to respond to a specific problem behavior. BIPs are developed based on findings from a Functional Behavioral Assessment. BIPs focus on the target behaviors identified in an FBA.

What is an FBA?

“Functional Behavior Assessment” or **“FBA”** is a systematic process that is used to define a target behavior, identify factors that contribute to the behavior, and determine the underlying reasons for a behavior, so that an effective behavior intervention plan can be developed.





Section 7: Crisis Prevention and Intervention

Highlights

The District will comply with Appendix B's requirements about Crisis Prevention and Intervention, including:

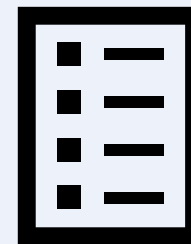
- The District will require **each school to have a Crisis Prevention Team with at least three staff members.**
- All Crisis Prevention Team members will be trained on crisis prevention and intervention.
- The District will **review and revise its Crisis Prevention Protocol.**

Deadline:

District will revise its policies related to Crisis Prevention and provide drafts for the United States' review and approval **within 30 days of the Agreement.**

The revised **Crisis Prevention Protocol** will include:

- Training to ensure all school staff know the role of Crisis Prevention, who is on the Crisis Prevention Team, and the appropriate circumstances to request the Crisis Prevention Team's assistance.
- Procedures for the Crisis Prevention Team to assist a student in crisis.
- A school administrator will notify a student's parent of any Crisis Prevention event involving the student before the end of the school day.





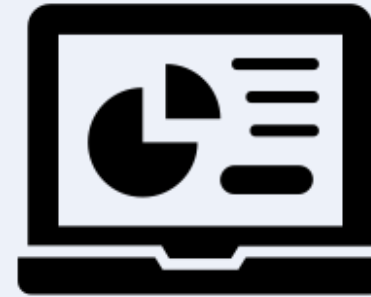
Section 8: Data

Highlights

The District will track important information about Crisis Prevention calls and physical restraints.

Specifically, the District will comply with Appendix C's requirements about data, including:

- The District will document every Crisis Prevention call and physical restraint.
- When the Crisis Prevention Team responds to a call, one Team member will write down everything that takes place during the crisis.
- For Crisis Prevention calls, the Team will record the names of everyone involved, what happened during the incident, what de-escalation techniques were used, and what happened after the incident.
- If a physical restraint was used, the Team will record the type and length of restraint, the reason for restraint, the names of everyone involved, what de-escalation techniques were used, and what happened before/during/after the restraint.



Deadline:

The District will create a new set of Crisis Prevention fields and physical restraint fields in Infinite Campus **within 30 days of the Agreement.**





Section 9: Executive Director of Behavior Supports

Highlights

The District will hire an **Executive Director of Behavior Supports**, who will have the following responsibilities, among others:

- Serve as the **Superintendent’s designee** on all Crisis Prevention and Physical Restraint-related matters.
- **Oversee** all employees involved in crisis prevention and physical restraint protocols, including the Behavior Supports Director.
- **Develop District Crisis Prevention policies and procedures** and ensure they are properly implemented at each school.
- **Review and analyze Crisis Prevention and physical restraint data** on a weekly basis.
- Prepare an annual report for the public at the end of each school year.
- Routinely engage in community outreach, including an **information session** at the start of each semester.

Reporting Structure



Superintendent



Executive Director of Behavior Supports

Deadline:

District will make every reasonable effort to hire or appoint a full-time Executive Director of Behavior Supports **within 30 days of the Agreement** and hire by the start of the **2023-24 school year**.

Deadline:

District will designate a current administrator to fulfill the responsibilities of the Executive Director **within 30 days of the Agreement**.





Section 10: Behavior Supports Director

Highlights

The District will hire a **Behavior Supports Director**, who will have the following responsibilities, among others:

- **Ensure** the Crisis Prevention Protocol is **properly implemented** at each school.
- **On a daily basis**, review all new Crisis Prevention and physical restraint data.
- **After each physical restraint, meet** with, at least, the Crisis Prevention Team and school administrator to debrief and provide feedback on the physical restraint.
- **Review the FBAs and BIPs** for students who are restrained.
- **Hold school-level meetings** with each Crisis Prevention Team, the school administrator(s) who supervises the Crisis Prevention Team, and the Executive Director who supervises that school building.
- Report to the Executive Director of Behavior Supports.

Reporting Structure



Executive Director of Behavior Supports



Behavior Supports Director

Deadline:

District will make reasonable efforts to hire or appoint a full-time Behavior Supports Director **within 60 days of the Agreement and hire by the start of the 2023-24 school year.**

Deadline:

District will designate a current administrator to fulfill the responsibilities of the Behavior Supports Director **within 60 days of the Agreement.**





Section 11: School Administrators

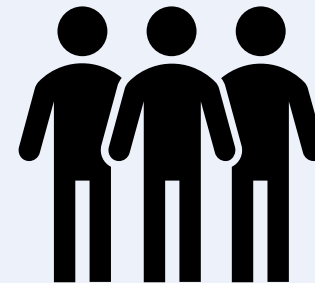
Highlights

School administrators and the Executive Directors who supervise each school administrator are responsible for **ensuring their school's Crisis Prevention Team follows the District's policies and procedures** about crisis prevention and physical restraint.

When a student is restrained, school administrators will:

- Lead a **debrief meeting** with the Crisis Prevention Team and any other appropriate staff.
- **Log data** about the physical restraint and debrief meeting in Infinite Campus.

- Each week that a crisis prevention call is made, school administrators will **lead weekly meetings with the Crisis Prevention Team** to discuss crisis prevention and physical restraints, review data, identify trends in data, and discuss any other identified issues.





Section 12: Training

Highlights

The District will adequately train employees.

- The Executive Director of Behavior Supports and Behavior Supports Director will complete all required training **within 30 Days of hire or appointment.**
- Every new hire in the District will complete all mandatory training **within two months.**

The District will provide the following **mandatory annual training:**

- Professional development program for employees who **develop FBAs and BIPs** and employees who **implement and monitor BIPs** on how to do so effectively.
- Training for all Crisis Prevention Team members on **crisis prevention practices, de-escalation techniques, and physical restraint.**
- Training for **school administrators** responsible for **overseeing Crisis Prevention Teams.**

All District trainings will be **live (in-person or virtual)** and include **instruction** that provides participants with examples (and non-examples), modeling, opportunities for practice and feedback, and time for review and reflection.

The United States may **review draft professional development materials**, including training, and provide feedback.

The District will ensure that the United States' feedback is incorporated and approved by the United States before the materials are delivered.





Section 13: Monitoring and Enforcement

Highlights

- The District will submit **semi-annual Compliance Reports** by **June 30 and December 15 each year** to the United States showing its efforts to comply with the Agreement.
- The United States may **monitor** the District's compliance by requesting additional documents, visiting schools, and interviewing employees.
- If the United States determines the District has complied with the Agreement, it will end after the **2025-2026 school year**.



Deadline:

District's first Compliance Report is due by **December 15, 2022.**

Deadline:

The District's Compliance Reports are due by **December 15 and June 30 of each year.**





Contact Information

Cedar Rapids Community School District

If you have concerns about discrimination in any Cedar Rapids Community School District school, please reach out to **Lisa Glenn, Executive Director of Special Services and Student Supports**.

Contact Information:

✉ lglennc@crschools.us

☎ 319-558-4777



U.S. Department of Justice, Civil Rights Division, Educational Opportunities Section

If you have questions, concerns, or information that you think may be relevant concerning discrimination in any Cedar Rapids Community School District school, please contact the Department of Justice at the email address below.

Please let us know when and where the incident(s) occurred, if the information has been reported to a school or District administrator, and how the school or District responded.

Contact the Department's Civil Rights Division:

✉ Community.CRCSD@usdoj.gov

You may also submit a complaint to the Department through the:

[Civil Rights Division Complaint Portal](#)

