



U.S. Department of Justice

Civil Rights Division

**UNITED STATES ATTORNEY'S OFFICE
NORTHERN DISTRICT OF IOWA**



Settlement Agreement
between
THE UNITED STATES OF AMERICA
and
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT



BACKGROUND AND PURPOSE OF THE AGREEMENT

In October 2020, after receiving allegations that the Cedar Rapids Community School District (“CRCS D” or “District”) engaged in improper seclusion and restraint practices targeting students with disabilities, 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 “Department” or “United States”) sent the District a Request for Information to evaluate the District’s policies and practices regarding restraint and seclusion, and to determine what further action, if any, was warranted. This Request for Information was sent pursuant to the Department’s authority under Title II of the Americans with Disabilities Act (“Title II”), 42 U.S.C. § 12132. During its investigation, the United States reviewed documents provided by the District, including its policies and procedures, seclusion and restraint incident reports, and other documents related to the District’s use of seclusion and restraint. The United States also conducted virtual interviews of District employees and traveled to the District to conduct a site visit, during which it interviewed additional employees and observed areas in District schools where students are secluded. Additionally, the United States conducted virtual interviews of Grant Wood Area Education Agency (“Grant Wood AEA”) staff who are based in, or supervise Grant Wood AEA staff based in, CRCS D schools. Throughout the investigation, the District fully cooperated with, and worked in good faith to respond to, all of the Department’s requests for information.

After concluding its investigation, the United States met with the District to discuss its concerns about the District’s compliance with Title II, including the District’s: exclusion of students with disabilities from the District’s education program through seclusion, restraint, and other means; lack of individualized responses to behavior before and after its use of seclusion and restraint; and lack of oversight of exclusionary practices against students with disabilities. The United States and the District (collectively, the “Parties”) agree to resolve the United States’ investigation through this settlement agreement (“Agreement”). The Parties agree that settlement at this stage would be mutually beneficial because it would focus the Parties’ resources on the District taking effective steps to ensure that the District’s seclusion and restraint policies and practices, as well as other policies and practices identified during the investigation, are consistent with the District’s obligations under federal law.

This Agreement is intended to resolve the Department’s investigation of discrimination on the basis of disability and to improve the delivery of services to students with disabilities in the District. The District agrees to implement the measures in this Agreement. The District has made no admissions regarding any alleged violations of federal or state law, nor should this Agreement be interpreted as an admission by the District of a violation of Title II.



TABLE OF CONTENTS

BACKGROUND AND PURPOSE OF THE AGREEMENT 2

DEFINITIONS 4

TERMS OF AGREEMENT 7

I. General Terms 7

II. District Policy 8

III. Exclusionary Practices 9

IV. Seclusion 9

V. Physical Restraint 10

VI. FBAs and BIPs 11

VII. Crisis Prevention and Intervention 12

VIII. Data 12

IX. Executive Director of Behavior Supports 12

X. Behavior Supports Director 16

XI. School Administrators 19

XII. Training 20

XIII. Monitoring and Enforcement by the United States 25

XIV. Other Provisions 28

[Signatures on following page] 30

APPENDIX A: FBAs and BIPs A-1

APPENDIX B: Crisis Prevention and Intervention B-1

APPENDIX C: Data C-1



DEFINITIONS

- a. **“A-B-C Analysis”** refers to an Antecedent-Behavior-Consequence Analysis, which is a process conducted as part of a behavioral assessment. The purpose of this analysis is to understand the antecedents and consequences of the target behavior(s) in order to develop a hypothesis about the function of those behaviors.
- b. **“Applied Behavior Analysis”** is a type of therapy that focuses on improving specific behaviors through direct behavioral interventions.
- c. **“Behavior Intervention Plan”** or **“BIP”** refers to an individualized plan designed to respond to a problem behavior. BIPs are developed using the findings from a Functional Behavioral Assessment and focus on the target behaviors and associated functions of target behaviors identified in a Functional Behavioral Assessment.
- d. **“Civil Rights Data Collection”** refers to the United States Department of Education’s data collection that compiles data on key education and civil rights issues in our nation’s public schools.
- e. **“Crisis Prevention Debrief Process”** refers to a formal process of debriefing conducted by the Crisis Prevention Team after each Crisis Prevention call. The formal process includes all members of the Crisis Prevention Team. The purpose of the Crisis Prevention Debrief Process is to review and discuss the reasons for the Crisis Prevention call, the actions taken by the Crisis Prevention Team that were effective, the actions taken by the Crisis Prevention Team that were ineffective, whether the Crisis Prevention Protocol was followed, any problems that arose, and recommendations for ensuring the Crisis Prevention process is implemented with fidelity to avoid the need for Physical Restraints. At the time of execution of this Agreement, the District referred to this as the “CPI Debrief Process.”
- f. **“Crisis Prevention Team”** refers to the group of school staff who respond to behavior crises involving students in their school building. These employees receive specialized Crisis Prevention Training, which includes training in Physical Restraint. At the time of execution of this Agreement, the District referred to this as the “CPI Team.”
- g. **“Crisis Prevention Trainer”** refers to District Staff who are trained to teach Crisis Prevention to other District Staff. At the time of execution of this Agreement, the District referred to this as a “CPI Trainer.”
- h. **“Crisis Prevention Protocol”** refers to a system of procedures and techniques designed to permit the District to prevent and de-escalate behavior crises, and to respond safely and effectively to an acute behavior crisis that places the student or others at imminent



and substantial risk of serious physical injury. The Crisis Prevention Protocol is most commonly activated to address acute behavior crises of students with a documented disability, but it can be employed to respond to any child exhibiting an acute behavior crisis. At the time of execution of this Agreement, the District referred to this as the “Crisis Prevention and Intervention Protocol” or “CPI Protocol.”

- i. **“Crisis Prevention Institute”** or **“CPI”** refers to the organization, or any accredited Crisis Prevention organization of the District’s choosing to replace the Crisis Prevention Institute, that will provide Crisis Prevention and Intervention training to the District’s Crisis Prevention Teams.
- j. **“Days”** refers to calendar days except that if a deadline under this Agreement occurs on a weekend or holiday, the due date will be the next business day.
- k. **“De-escalation Techniques”** refers to a progression of non-verbal, verbal, and environmental interventions used to respond to student behaviors in a manner that prevents behavior escalation and results in a reduction of student behaviors so the student can participate in the District’s education program.
- l. **“District School”** refers to all schools operated by the Cedar Rapids Community School District, including any Off-Site Schools.
- m. **“During Restraint Log”** refers to the written log of all actions and interactions (verbal and non-verbal) between the Crisis Prevention Team and the student that occur from the initiation of the first Physical Restraint until the end of the Crisis Prevention Team’s involvement.
- n. **“Functional Behavior Assessment”** or **“FBA”** refers to a systematic process that is used to operationally define a behavior, identify factors that support the behavior, and determine the underlying function or purpose of a behavior, so that an effective Behavior Intervention Plan can be developed.
- o. **“Grant Wood Area Education Agency”** or **“Grant Wood AEA”** refers to an intermediate educational service agency, or any successor entity, that has an arrangement with the District to provide well-trained professional staff who are there to improve the learning outcomes and well-being of District students, including Students with Disabilities.
- p. **“Infinite Campus”** refers to the centralized, electronic student information data system maintained by the District or any successor or replacement system chosen by the District.



- q. **“Multi-Tiered Systems and Supports”** or **“MTSS”** refers to a three-tiered framework to support students with diverse academic and behavioral needs. MTSS involves the use of a continuum of evidence-based practices to achieve important outcomes for every student. “Tier I” refers to universal systems and supports that are intended to be provided to all students. “Tier II” refers to secondary systems and supports that are intended to be provided to a targeted group of students who need additional support. “Tier III” refers to tertiary systems and supports that are intended to be provided to individual students who need intensive individualized support.
- r. **“MTSS Team”** refers to District Staff responsible for implementing and monitoring MTSS at each school.
- s. **“Off-Site School”** refers to the Polk Alternative Education Center, Harrison Connections, and any other non-traditional District School(s) to which Students with Disabilities are assigned.
- t. **“Positive Behavior Interventions and Supports”** or **“PBIS”** refers to an evidence-based, three-tiered framework for improving and integrating data, systems, and practices affecting student outcomes.
- u. **“Physical Restraint”** refers to any physical contact between any District employee or contractor and a student in which the student involuntarily participates and that immobilizes a student or reduces the ability of that student to move the student’s torso, arms, legs, or head freely. The term includes holding or grabbing a student to escort, compel, or coerce the student to move to another location within the school. It does not include a temporary touching of the hand, wrist, arm, shoulder, or back without applying pressure or force for the purpose of guiding or directing a student. An action need not be a trained technique to meet the definition of “Physical Restraint” for purposes of this Agreement.
- v. **“Parents”** refers to parents and legal guardians.
- w. **“Postvention”** refers to the provision of crisis intervention, support, and assistance for those affected by a suicide or suicide attempt to prevent further risk of suicide.
- x. **“School Administrator”** refers to a school’s principal and assistant principal(s).
- y. **“School Days”** refers to days in which District instructional staff are required to work regardless of whether students are in attendance.
- z. **“Seclusion”** refers to the involuntary confinement of a student alone in any room or area. It includes the use of any room or area in which the student is alone and not free to leave (or believes they are not free to leave) regardless of its name (including “time



out,” “break,” “calm,” or “reset” rooms, and “quiet areas”). It does not include a student voluntarily going to a location authorized by the school to engage in calming or de-escalating behavior.

- aa. **“School Resource Officer” or “SRO”** refers to a law enforcement officer, employed by the District or a law enforcement agency, who is assigned to or stationed in a District School.
- bb. **“Student with a Disability” or “Students with Disabilities”** refers to a student(s) who has or would qualify to receive accommodations, reasonable modifications of policy, and/or disability-related services or supports under the Individuals with Disabilities Education Act (“IDEA”), the Americans with Disabilities Act (“ADA”), and/or Section 504 of the Rehabilitation Act of 1973.

TERMS OF AGREEMENT

I. General Terms

- a. **Prohibition Against Disability Discrimination**

The District will comply with Title II, 42 U.S.C. §§ 12132-1234, and its implementing regulation, 28 C.F.R. Pt. 35.

- b. **Continuing Responsibility**

This Agreement is not intended to remedy any other violations of the ADA or any other law that is not specifically addressed in this Agreement. Nothing in this Agreement relieves the District of its obligation to otherwise comply with the requirements of the ADA or other laws.

- c. **Revision of Policies and Procedures**

The District will revise its existing policies, practices, and procedures as needed to align with Title II and the requirements of this Agreement.

- d. **Co-Existence with Federal and State Law and Regulations**

This Agreement’s terms will exist in addition to or alongside existing state-law requirements. Any change in state law will not affect the District’s obligations under this Agreement, unless the Parties mutually agree to and execute an amendment to this Agreement.



II. District Policy

- a. Within thirty (30) Days of the effective date of this Agreement, the District will implement policies and practices to ensure that it does not impermissibly exclude Students with Disabilities from classrooms because of behaviors related to their disabilities. The District will require staff to engage in appropriate behavior management and De-escalation Techniques. Such exclusions include suspending Students with Disabilities from school for behaviors related to their disability without engaging in appropriate behavior management and De-escalation Techniques; suspending Students with Disabilities to provide School Administrators and employees time to develop a plan to manage student behavior; requesting that Parents of Students with Disabilities pick up their child before the end of the School Day without a corresponding disciplinary action; and other practices that exclude Students with Disabilities from regular instruction (e.g., allowing Students with Disabilities to remain in a non-instructional space, such as an administrative office, for unreasonable periods of time).
- b. The District will formalize in District policy its prohibition against using Seclusion, as set forth in Section IV of this Agreement.
- c. The District will formalize in District policy the revised Physical Restraint procedures and practices, as set forth in Section V of this Agreement.
- d. The District will formalize the dissemination of Crisis Prevention-related information in District policy, by taking the following steps:
 - i. Before the first day of each semester, all School Administrators, or their designee, will notify all school employees about the role of Crisis Prevention and will identify who is on the Crisis Prevention Team for that school year. This notification will remind school employees that they will attempt behavior-management and de-escalation strategies before a student is in crisis. If crisis management becomes necessary, they will request assistance from the school's Crisis Prevention Team.
 - ii. Only Crisis Prevention Team members may use a Physical Restraint on a student, unless an emergency arises where a student engages in, or attempts to engage in, substantial bodily harm before the Crisis Prevention Team arrives (e.g., a student on the playground is banging their head on the concrete). Before the first day of each school year, the District will prominently publicize on the home page of its District-wide website a description of Crisis Prevention, the role of Crisis Prevention in District Schools, and a list of the Crisis Prevention Team members at each District School.



- iii. Before the first day of each school year, the District will provide all Parents a written description of Crisis Prevention, the role of Crisis Prevention in District Schools, and the list of Crisis Prevention Team members at each District School.

- e. The District will formalize in District policy the structure and purpose of its Multi-Tiered System and Supports program and the composition, guidelines, and expectations of each school's MTSS Team.

III. Exclusionary Practices

- a. The District will add data fields to Infinite Campus (*See Appendix C*) to track all removals of students from an educational setting based on a behavioral event. The District will require that these data fields be completed the within one (1) School Day of when a student is removed from an educational setting based on a behavioral event. This tracking system will be monitored by the Executive Director of Behavior Supports.

- b. Within thirty (30) Days of the effective date of this Agreement, the District will provide the United States drafts of all policies revised under this Section for the United States' review and approval.

IV. Seclusion

- a. The District will no longer use Seclusion with students, will prohibit the use of Seclusion throughout the District, will dismantle all Seclusion rooms, and will no longer use former Seclusion rooms for any student behavioral or disciplinary purposes.

- b. An adult blocking a student's means of egress from a room or area (whether by blocking pads, another object, or through any other means), blocking the student's escape route, or holding the door shut will be considered Seclusion for all purposes under District policy and this Agreement. This does not prohibit a Crisis Prevention Team from preventing a student from leaving their school building when specifically provided for in the student's BIP to ensure the safety of the student (e.g., to prevent a student with a demonstrated history of running into traffic from doing so).

- c. Within thirty (30) Days of the effective date of this Agreement, the District will notify all employees in writing about the prohibition on the use of Seclusion, as defined in this Agreement, starting in the 2022-2023 school year.

- d. Within thirty (30) Days of the effective date of this Agreement, the District will revise its policies to prohibit the use of Seclusion starting in the 2022-2023 school year and will provide the United States drafts of all revised policies under this Section for its review and approval. If the District makes subsequent revisions to these policies while



the Agreement is in effect, it will provide the United States drafts of all revised policies for the United States' review and approval.

V. Physical Restraint

- a. Within thirty (30) Days of the effective date of this Agreement, the District will implement the following policies relating to Physical Restraint:
 - i. Physical Restraint may be used only when a student is engaging in behavior that presents an immediate and imminent risk of substantial bodily injury to the student or others.
 - ii. Physical Restraint may be used only as a last resort after: all appropriate, feasible behavioral interventions (including all of those set forth in the student's BIP) have been implemented with fidelity, all appropriate, feasible de-escalation interventions have been implemented with fidelity according to Crisis Prevention standards, and all such interventions have proven unsuccessful to prevent an immediate and imminent risk of substantial bodily injury to the student or others.
 - iii. Using a "transport," blocking pads, or any other device to move a student involuntarily from one area to another area will be considered a Physical Restraint for all purposes under District policy and this Agreement.
 - iv. Only Crisis Prevention Team members may use a Physical Restraint on a student, unless an emergency arises where a student engages in, or attempts to engage in, substantial bodily harm before the Crisis Prevention Team is called or arrives (*see, e.g., supra* Section II(d)(ii)). In such circumstances, the Crisis Prevention Team will take over the implementation of the Physical Restraint immediately upon arrival.
 - v. Only Crisis Prevention Institute-approved techniques may be used when physically restraining a student, unless an emergency arises as described in Section V(a)(iv) above, in which case the Crisis Prevention Team will implement CPI-approved techniques upon taking over implementation of the Physical Restraint.
 - vi. Physical Restraint of a student will end as soon as the student's behavior no longer poses an immediate risk of substantial bodily injury to the student or others. Physical Restraint will only be used for the minimum time necessary to prevent the immediate and imminent risk of substantial bodily injury to the student or others.
 - vii. Physical Restraint will not be used as punishment or to enforce compliance with rules or directives.



- viii. After a Physical Restraint has concluded, the District will provide counseling or psychological services or supports from a school counselor or other licensed behavioral health professional (who was not involved in the Crisis Prevention call) to provide psychological support to the student and explore potential trauma, harm caused, and future needs. Subject to obtaining parental consent, the counselor or behavioral health professional will also conduct an evaluation to determine what services are currently in place for the student's behavioral health needs and if any additional services are required. The counselor or behavioral health professional will process with the student to re-establish a sense of safety, connection, meaning, and efficacy into the school environment. This will be done immediately where possible and otherwise by no later than the end of the following School Day.

- ix. The District will adopt policies and procedures for suicide prevention and Postvention, the identification of traumatic childhood events, and strategies to mitigate toxic stress response (the body's response to lasting and serious stress without the opportunity for the body to recover fully). These policies and procedures will be based on generally accepted best practices and will include provisions for: assessing suicide risk, implementing immediate crisis intervention, notifying Parents, referring a student to a mental health service provider, and documenting all actions taken pursuant to these policies and procedures. The District will take all necessary steps to ensure that these policies and procedures are implemented with fidelity each time a student makes an overt or perceived threat of suicide or engages in an act of actual or mimicked self-harm during a Crisis Prevention event or Physical Restraint event. Within thirty (30) Days of the effective date of this Agreement, the District will provide the United States drafts of all policies prepared under this Section for the United States' review and approval. If the District makes subsequent revisions to these policies while the Agreement is in effect, it will provide the United States drafts of all revised polices for the United States' review and approval.

- b. Within thirty (30) Days of the effective date of this Agreement, the District will revise its Physical Restraint policies to reflect the terms set forth in this Section and will provide the United States drafts of all policies revised under this Section for the United States' review and approval. If the District makes subsequent revisions to these policies while the Agreement is in effect, it will provide the United States drafts of all revised polices for the United States' review and approval.

VI. FBAs and BIPs

- a. The District will comply with all terms set forth in Appendix A, which is fully incorporated into this Agreement by reference.



VII. Crisis Prevention and Intervention

- a. The District will comply with all terms set forth in Appendix B, which is fully incorporated into this Agreement by reference.

VIII. Data

- a. The District will comply with all terms set forth in Appendix C, which is fully incorporated into this Agreement by reference.

IX. Executive Director of Behavior Supports

- a. Within thirty (30) Days of the effective date of this Agreement , the District will make every reasonable effort to hire or appoint a full-time, District-level Executive Director of Behavior Supports who will report directly to the District's Superintendent.
- b. Within thirty (30) Days of the effective date of this Agreement, the District will designate one or more current District-level administrators to fulfill the responsibilities of the Executive Director of Behavior Supports until a suitable candidate is hired and contemporaneously notify the United States of the name(s) and title(s) of the temporary designee(s). The District will hire or appoint a full-time, District-level Executive Director of Behavior Supports no later than the beginning of the 2023-2024 school year unless the District provides notice to and obtains the approval of the United States to postpone hiring or appointment.
- c. The District will ensure that the Executive Director of Behavior Supports, whether serving in the position as a temporary designee or in a permanent capacity, will have the necessary administrative supports to complete all responsibilities associated with the position.
- d. The Executive Director of Behavior Supports will have the following responsibilities:
 - i. Serve as the Superintendent's designee on all Crisis Prevention and Physical Restraint-related matters;
 - ii. Oversee all employees who are involved in any aspect of the Crisis Prevention and/or Physical Restraint Protocols detailed in Appendix B to this Agreement;
 - iii. Directly supervise the Behavior Supports Director described in Section X of this Agreement;
 - iv. Ensure that a student who experiences a Physical Restraint event (1) if not currently identified as a Student with a Disability, is referred for evaluation under the IDEA and/or Section 504, which evaluation shall include an FBA, subject to parental consent; and, if determined eligible and if the FBA results in development of a BIP,



that the BIP complies with Appendix A to this Agreement; or (2) if currently identified as a Student with a Disability, that an FBA is conducted, subject to parental consent, and if the FBA results in development of a BIP, that the BIP complies with Appendix A to this Agreement;

- v. Develop District policies and procedures to assist employees and Crisis Prevention Teams to appropriately respond to students in crisis. Ensure these policies and procedures are implemented with fidelity at each District School;
- vi. Oversee all Crisis Prevention training in the District, ensuring that all Crisis Prevention training complies with Section XII of this Agreement;
- vii. Complete all Crisis Prevention-related training required by Appendix B of this Agreement;
- viii. Review and analyze Crisis Prevention and Physical Restraint data in Infinite Campus on a weekly basis to ensure all Crisis Prevention and Physical Restraint fields are being appropriately completed by employees and to identify trends, areas of concern, the disproportionate use of Physical Restraints on Students with Disabilities, and other problems, and communicate this information to District and School Administrators;
- ix. Work with the Behavior Supports Director to:
 - a) Review all Physical Restraint data in Infinite Campus on a daily basis. For each Physical Restraint event, the Behavior Supports Director will understand all aspects of the student's behavior, the context of the student's behavior, employees' response to the behavior, the Crisis Prevention Team's response to the behavior, the De-escalation Techniques the Crisis Prevention Team attempted, the approved Physical Restraint hold used, the length of time the student was physically restrained, the Crisis Prevention Debrief Process conducted by the Crisis Prevention Team, and the School Administrator's debrief with the Crisis Prevention Team. The purpose of the review is to assess the appropriateness of the Crisis Prevention call, the Crisis Prevention Team's response to the call, and the use of a Physical Restraint;
 - b) Assess problems with the Crisis Prevention and/or Physical Restraint processes and procedures, develop remedies to solve those problems, and work with employees to implement the remedies; and
 - c) Identify and assess student and employee behaviors that are resulting in the use of Physical Restraints on Students with Disabilities; develop remedies to solve those problems, and work with employees to implement the remedies.



- x. Every two weeks, meet with the District's Executive Director of Special Services and Student Supports and the Grant Wood AEA Regional Administrators overseeing staff working in CRCSD. In these meetings, the Executive Director of Behavior Supports will identify patterns involving particular students and/or staff (including any actions staff may have taken that escalated student behavior) and determine how to address those patterns to reduce the use of Physical Restraints. The Executive Director of Behavior Supports will also identify and track students who have been involved in more than one Crisis Prevention call, will determine whether those students' BIPs and/or FBAs are functioning effectively, and will take appropriate steps to address any underlying problems. The Executive Director of Behavior Supports will also report on the remedies being developed and implemented to address concerns with the Crisis Prevention and Physical Restraint processes and procedures;
- xi. Every three months, the Executive Director of Behavior Supports and Executive Director of Special Services and Student Supports will submit a written report to the Superintendent and Deputy Superintendent that details all steps that have been taken towards meeting the requirements of this Agreement and will meet with the Superintendent to review this report;
- xii. Every three months, the Executive Director of Behavior Supports will submit a Physical Restraint report to the Superintendent and Executive Director of Special Services and Student Supports. This report, based on aggregated data, will be created in Infinite Campus and will include, at a minimum, the names and disability status of all students who had a Physical Restraint in the past three months, the date of the Physical Restraint, the duration of the Physical Restraint, the employee(s) involved, and the outcome of the Physical Restraint event (e.g., suspension, taken to the hospital, transferred to an Off-Site School). This report will also include the total number of Physical Restraints by month at each District School for the current school year, a description of those Physical Restraints that were used on Students with Disabilities by quantity and type, a list of any complaints the District received in the past three months related to Physical Restraints, and the results of subsequent District investigations of those complaints;
- xiii. The Executive Director of Behavior Supports will be responsible for the timely and accurate submission of all Compliance Reports to the United States pursuant to Section XIII of this Agreement;
- xiv. The Executive Director of Behavior Supports will be responsible for the timely and accurate reporting of all requested data to the United States Department of Education as part of the Civil Rights Data Collection;



- xv. The Executive Director of Behavior Supports will routinely engage in community outreach related to the District's new Seclusion and Physical Restraint policies. This outreach will include, at a minimum, hosting an information session at the beginning of each semester to explain the District's elimination of Seclusion, the use of behavior management and De-escalation Techniques in District Schools, and guidelines for using Physical Restraint. The Executive Director of Behavior Supports will also be the contact person for Parents and community groups that have concerns about issues covered by this Agreement; and
 - xvi. At the conclusion of each school year, the Executive Director of Behavior Supports will prepare an annual report for the public. This report will explain the District's policies related to Seclusion and Physical Restraint and provide a summary of the District's data on Physical Restraint, disaggregated by school, for that school year. This report will be presented at the last School Board meeting of the school year and will subsequently be available on the District's website.
- e. The Executive Director of Behavior Supports will have the following skills, experience, and expertise:
- i. A doctorate in school psychology, special education, or a closely-related field from an accredited institution;
 - ii. Knowledge of and experience with students with behavioral disabilities (e.g., behavior performance domain);
 - iii. At least three years of experience in the development and implementation of FBAs and BIPs;
 - iv. At least three years of experience in Applied Behavior Analysis or demonstrated knowledge of Applied Behavior Analysis through course work, training, or a Board Certified Behavior Analyst license;
 - v. Experience with large scale data analysis, including (a) experience conducting comparative analyses such as relative risk ratios and/or odds ratios, and (b) experience with analyzing trends in data, including trends in relative risk and/or odds ratios;
 - vi. Supervisory experience; and
 - vii. Experience or demonstrated capacity to serve in an administrative role in a large school district.



X. Behavior Supports Director

- a. Within sixty (60) Days of the effective date of this Agreement, the District will make every reasonable effort to hire or appoint a full-time, District-level Behavior Supports Director who will be directly supervised by the Executive Director of Behavior Supports.
- b. Within sixty (60) Days of the effective date of this Agreement, the District will designate one or more current District-level administrators to fulfill the responsibilities of the Behavior Supports Director until a suitable candidate is hired and contemporaneously notify the United States of the name(s) and title(s) of the temporary designee(s). The District will hire or appoint a full-time, District-level Behavior Supports Director no later than the beginning of the 2023-2024 school year unless the District provides notice to and obtains the approval of the United States to postpone hiring or appointment.
- c. The Behavior Supports Director will have the following responsibilities:
 - i. Ensure the Crisis Prevention Protocol is implemented with fidelity at each District School pursuant to Paragraph (f) of Appendix B to this Agreement;
 - ii. Ensure that a student who experiences a Physical Restraint event (1) if not currently identified as a Student with a Disability, is referred for evaluation under the IDEA and/or Section 504, which evaluation shall include an FBA, subject to parental consent; and, if determined eligible and if the FBA results in development of a BIP, that the BIP complies with Appendix A to this Agreement; or (2) if currently identified as a Student with a Disability, that an FBA is conducted subject to parental consent, and if the FBA results in development of a BIP, that the BIP complies with Appendix A to this Agreement.
 - iii. Coordinate and implement a professional development program in coordination with Grant Wood AEA administrators, for District and Grant Wood AEA staff who develop and draft FBAs and BIPs, District and Grant Wood AEA employees who implement FBAs and BIPs, Crisis Prevention Team members, and School Administrators;
 - iv. Implement new procedures for completing FBAs in accordance with Paragraph (b) of Appendix A to this Agreement and developing and implementing BIPs in accordance with Paragraph (c) of Appendix A to this Agreement that are linked to specific behaviors and functions of behavior. The procedures will include timelines for reviewing all District students' current FBAs and BIPs to ensure compliance with these new procedures;
 - v. On a daily basis, review all new Crisis Prevention data in Infinite Campus to understand the behavior that led to the Crisis Prevention Team's involvement, the



De-escalation Techniques attempted by the employee(s) who called the Crisis Prevention Team, the De-escalation Techniques attempted by the Crisis Prevention Team, the Crisis Prevention Debrief Process conducted by the Crisis Prevention Team, and the subsequent debriefing between the School Administrator and the Crisis Prevention Team members;

- vi. On a daily basis, review all new Physical Restraint data in Infinite Campus. For each Physical Restraint event, the Behavior Supports Director will understand all aspects of the student's behavior, the context of the student's behavior, employees' response to the behavior, the Crisis Prevention Team's response to the behavior, the De-escalation Techniques the Crisis Prevention Team attempted, the approved Physical Restraint hold used, and the length of time the student was physically restrained. The purpose of the review is to assess the appropriateness of the Crisis Prevention call, the Crisis Prevention Team's response to the call, and the use of a Physical Restraint;
- vii. After each Physical Restraint event, meet with, at least, the Crisis Prevention Team and School Administrator within three (3) School Days after the School Administrator completes the Physical Restraint debriefing fields in Infinite Campus to debrief and provide feedback on the Physical Restraint event. Within three (3) School Days after this debriefing meeting occurs, the Behavior Supports Director will complete the Physical Restraint fields in Infinite Campus related to this debriefing, including whether District procedures were properly followed, whether the Physical Restraint was conducted appropriately and based on approved methods, De-escalation Techniques that may have effectively de-escalated the student's behavior, whether the student's FBA identified the behavior and functions involved in the crisis, whether the student's BIP is developed and implemented in accordance with Paragraph (c) of Appendix A to this Agreement, and how the specific behavior(s) involved will be managed and de-escalated in the future;
- viii. Review the FBAs and BIPs for students who experienced a Physical Restraint to assess whether these documents are accurate and include the behavior and functions of the behavior resulting in the Crisis Prevention call. When new FBAs are conducted and BIPs are developed, work with employees to ensure the FBAs and BIPs are developed properly and accurately in accordance with Appendix A to this Agreement;
- ix. Provide data on Physical Restraints, suspensions, and off-site referrals to each School Administrator, and the Executive Director who oversees that school; and
- x. 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. These meetings will occur on a



monthly basis for schools that had a Physical Restraint within the previous month, and on an annual basis for all other schools. In these meetings, the attendees will review Crisis Prevention and Physical Restraint reports to:

- a) Identify patterns of Crisis Prevention calls and Physical Restraints involving particular students or staff (including any actions staff may have taken that escalated student behavior) and determine how to address those patterns to reduce the use of Physical Restraints;
 - b) Assess the effectiveness of the De-escalation Techniques attempted and develop ways to improve those techniques;
 - c) Evaluate whether staff are using approved Physical Restraint techniques;
 - d) Discuss ways to improve the debriefing process;
 - e) Evaluate the quality of the FBAs of students who have been physically restrained, including whether the FBA identifies the behavior and functions of the behavior that led to the Physical Restraint;
 - f) Evaluate the quality of the BIPs of students who have been physically restrained and determine whether the identified interventions were attempted with fidelity during the Crisis Prevention event and, if so, if the interventions were effective. Discuss ways to increase the fidelity of implementation and the effectiveness of the interventions;
 - g) Review examples of Crisis Prevention events and Physical Restraint events where all data fields in Infinite Campus were not completed in accordance with District policy and procedures; and
 - h) Assess whether the school's parental notification practices are working effectively.
- d. On a monthly basis, the Behavior Supports Director will write a report summarizing all school level meetings that month. The report will include data on the number of Physical Restraints, suspensions, and off-site referrals used that school year, disaggregated by student and the Crisis Prevention Team member who used any Physical Restraint. The report will discuss the effectiveness of each school's use of behavior interventions and De-escalation Techniques, and will identify problems and/or areas of concern the school faces in following the District's policies and procedures related to Crisis Prevention and Physical Restraint. The report will also include recommendations to solve the problems identified in the report, which may include providing counseling or additional training to employees.
- i. Within one (1) Day of completing this report, the Behavior Supports Director will submit the report to the Executive Director of Behavior Supports, who will review



and discuss the report with the Executive Director of Special Services and Student Supports, other necessary District-level administrators, and the Grant Wood AEA Regional Administrators who oversee staff working in CRCSD schools.

- ii. Within a week of receiving the report, the Executive Director of Behavior Supports, in coordination with the Executive Director of Special Services and Student Supports and the Grant Wood AEA Regional Administrators who oversee staff working in CRCSD schools, will approve or deny the recommendations made in the report. If a recommendation is denied, an explanation will be provided and memorialized in writing.
- iii. Within thirty (30) Days, the Behavior Supports Director will oversee the implementation of the approved recommendations.
- e. The Behavior Supports Director will have the following skills, experience, and expertise:
 - i. A graduate degree from an accredited institution in school psychology, special education, or a closely-related field;
 - ii. Knowledge of and experience with students with behavioral disabilities (e.g., behavior performance domain);
 - iii. At least three years of experience in the development and implementation of FBAs and BIPs;
 - viii. At least three years of experience in Applied Behavior Analysis or demonstrated knowledge of Applied Behavior Analysis through course work, training, or a Board Certified Behavior Analyst license;
 - iv. Extensive knowledge of crisis intervention and response systems;
 - v. Has been trained to respond to students in crisis and has substantial experience as part of a Crisis Prevention Team; and
 - vi. Experience training and supervising school-level staff, including School Administrators.

XI. School Administrators

- a. 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 related to Crisis Prevention and Physical Restraint.
- b. Within three (3) School Days after a Physical Restraint event, the School Administrator will lead the Crisis Prevention Team, and any other appropriate District staff, in a



debriefing of the event. Within two (2) School Days after the debriefing, the School Administrator and Behavior Supports Director will complete the Physical Restraint fields in Infinite Campus related to the debriefing, including an explanation of why Physical Restraint was used, whether District procedures were properly followed, whether the Physical Restraint was conducted appropriately and based on approved methods, and how the specific behavior(s) involved will be managed and de-escalated in the future.

- c. Every week in which a Crisis Prevention call was made, School Administrators will lead weekly meetings with their school's Crisis Prevention Team members to discuss the Crisis Prevention and Physical Restraint events that occurred since the last meeting, the quality and accuracy of the data submitted in the Infinite Campus fields, trends in the school's Crisis Prevention and Physical Restraint data, and other issues identified by the School Administrator, the Behavior Supports Director, and/or the Executive Director of Behavior Supports.

XII. Training

- a. Within thirty (30) Days of hire or appointment, the District will provide the Executive Director of Behavior Supports and the Behavior Supports Director with all District-specific training required to fulfill the responsibilities of their position. This requirement applies to any temporary designee(s) appointed to fulfill the responsibilities of these positions pursuant to Sections IX(b) and X(b).
- b. The Executive Director of Behavior Supports and the Behavior Supports Director will coordinate with Grant Wood AEA to provide an annual, mandatory professional development program for employees who develop and complete FBAs and BIPs. All trainings will be conducted by qualified professionals with expertise and experience in the associated area of training. The trainings will cover:
 - i. An explanation of the terms of this Agreement and the policy and procedural changes required by this Agreement;
 - ii. The principles of Applied Behavior Analysis;
 - iii. How to conduct direct behavior observations;
 - iv. How to conduct an A-B-C Analysis;
 - v. How to collect and analyze behavior data;
 - vi. How to identify functions of behaviors;



- vii. Evidence-based practices designed to address behavior problems;
 - viii. How to develop, implement, and monitor antecedent-based interventions;
 - ix. How to develop, implement, and monitor replacement behaviors;
 - x. How to monitor the implementation of behavioral interventions with fidelity;
 - xi. How to complete FBAs in accordance with Paragraph (b) of Appendix A to this Agreement;
 - xii. How to monitor, review, and complete a new FBA, including how to confirm the hypothesized function of behaviors in the FBA;
 - xiii. How to develop and implement BIPs in accordance with Paragraph (c) of Appendix A to this Agreement;
 - xiv. How to monitor the fidelity of implementation of BIPs and how to monitor the effectiveness of BIPs;
 - xv. How to evaluate, review, and develop new or revised BIPs in accordance with Paragraph (c) of Appendix A to this Agreement;
 - xvi. How to write appropriate, measurable behavioral goals; and
 - xvii. How to identify and implement evidence-based practices to meet behavioral goals.
- c. The Executive Director of Behavior Supports and the Behavior Supports Director will coordinate and implement an annual, mandatory professional development program for employees responsible for the implementation of BIPs. This professional development program will cover:
- i. An explanation of the terms of this Agreement and the policy and procedural changes required by this Agreement;
 - ii. The principles of Applied Behavior Analysis;
 - iii. How to conduct an A-B-C Analysis;
 - iv. How to identify functions of behaviors;
 - v. How to collect and analyze behavior data;
 - vi. Evidence based practices designed to address behavior problems;



- vii. Effective classroom management techniques;
 - viii. Effective De-escalation Techniques;
 - ix. The elements of a BIP in accordance with Paragraph (c) of Appendix A to this Agreement;
 - x. How to read, understand, and implement a BIP;
 - xi. How to collaborate to implement a BIP;
 - xii. How to implement, and monitor antecedent-based interventions;
 - xiii. How to implement, and monitor replacement behaviors;
 - xiv. When to request help from the Crisis Prevention Team to respond to a problem behavior; and
 - xv. How to write an appropriate narrative in behavior-focused language that provides a step-by-step sequence that accurately describes a situation leading to a Crisis Prevention call. This narrative will describe the context of the behavior that led to a Crisis Prevention call, the antecedent of the behavior, the response of any adults or other students to the behavior, and if the behavior that led to the Crisis Prevention call was an escalation of the student's prior behavior, a description of the prior behavior, the antecedent of the prior behavior, and the response(s) of any adults or other students to the prior behavior.
- d. The Executive Director of Behavior Supports and the Behavior Supports Director will coordinate an annual, mandatory professional development program conducted in accordance with Appendix B for all Crisis Prevention Team members, including School Administrators. This professional development program will cover:
- i. Training coordinated by the Executive Director of Behavior Supports and the Behavior Supports Director on the Agreement and the requirements of Crisis Prevention practices that includes:
 - a) An explanation of the terms of this Agreement and the policy and procedural changes required by this Agreement (this component of the training will be led by the Behavior Supports Director);
 - b) Instruction based on nationally recognized best practices on the identification of traumatic childhood experiences, strategies to mitigate toxic stress responses, and suicide prevention and Postvention;



- c) The elements of a BIP in accordance with Paragraph (c) of Appendix A to this Agreement;
 - d) How to read, understand, and implement a BIP;
 - e) Proper procedures for completing all required Crisis Prevention and Physical Restraint fields in Infinite Campus;
 - f) Conducting and documenting the mandatory Crisis Prevention Debrief Process, including the reasons for the Crisis Prevention call, the actions taken by the Crisis Prevention Team that were effective, the actions taken by the Crisis Prevention Team that were ineffective, whether the Crisis Prevention Protocol was followed, any problems that arose, and recommendations for ensuring the Crisis Prevention process is implemented with fidelity moving forward;
 - g) Proper procedures for completing all required Physical Restraint fields in Infinite Campus; and
 - h) Conducting and documenting the mandatory Crisis Prevention Debrief Process, including the reasons for the Crisis Prevention call, the actions taken by the Crisis Prevention Team that were effective, the actions taken by the Crisis Prevention Team that were ineffective, whether the Crisis Prevention Protocol was followed, any problems that arose, and recommendations for ensuring the Crisis Prevention process is implemented with fidelity moving forward to avoid the need for future Physical Restraints.
- ii. Training on all information that is taught as part of the Crisis Prevention Institute's training program on Crisis Prevention that is necessary to ensure compliance with established Crisis Prevention standards and practices (*See Appendix B*) that includes:
- a) Risks and harms associated with Physical Restraint;
 - b) Effective De-escalation Techniques;
 - c) Appropriate use of Physical Restraint; and
 - d) Instruction on using each approved Physical Restraint holds with fidelity.
- e. The Executive Director of Behavior Supports and the Behavior Supports Director will coordinate and implement an annual, mandatory professional development program for



all School Administrators overseeing Crisis Prevention Teams. This professional development program will cover:

- i. An explanation of the terms of this Agreement and the policy and procedural changes required by this Agreement;
 - ii. How to understand and review data collected pursuant to Appendix C to this Agreement;
 - iii. How to review and monitor narratives describing a situation that led to a Crisis Prevention call;
 - iv. How to supervise and monitor Crisis Prevention Teams;
 - v. How to support and monitor the Crisis Prevention Debrief Process;
 - vi. How to support and monitor the Physical Restraint Debrief Process; and
 - vii. How to analyze data in Infinite Campus to ensure that Physical Restraints are not disproportionately used on Students with Disabilities.
- f. All professional development will be conducted live (in person or via video-conference) and will include an opportunity to ask questions.
- g. All professional development provided under this Agreement will include instruction that provides participants with examples (and non-examples), modeling, opportunities for practice and feedback, and time for review and reflection.
- h. For each professional development program required by this Agreement, the District will maintain a centralized, electronic database reflecting:
- i. the date of the training, names and titles of attendees, and the attendees' signatures or electronic confirmation certifying their attendance; and
 - ii. the names and titles of employees who were required to, but did not, attend the training, and the date the employee subsequently completed the required training.



- i. The Executive Director of Behavior Supports will hold School Administrators accountable to ensure that all staff attend the required professional development outlined in this Agreement. If a staff member misses a mandatory training for any reason, the Executive Director of Behavior Supports and the Behavior Supports Director will hold School Administrators accountable to ensure that the training is completed within one month (excluding any District-approved leave).
- j. All newly-hired employees will complete the mandatory training for their position within two months of being hired. If live training is not available, the training will be provided virtually or electronically and the trainer(s) will be available to answer questions after the employee has completed the training. A newly-hired employee cannot be part of a Crisis Prevention Team until the full Crisis Prevention training is completed.
- k. The District may transition from using CPI to another method/model of crisis prevention and de-escalation upon receiving approval from the United States. Before formalizing any such change, the District will notify the United States and provide the United States with information about the new proposed method/model for review, and await the United States' approval before implementation.
- l. The District will notify the United States of the time, date, and location of each professional development program conducted under this Agreement. At the United States' option, the United States may review draft professional development materials required by this Agreement, including all trainings required by Section XII, and provide feedback to the District. The District will ensure that the United States' feedback is incorporated into the draft professional development materials before such materials are finalized, approved by the United States, and delivered to employees and/or Grant Wood AEA employees. Counsel for the United States and/or the United States' expert consultant(s) may attend any trainings conducted under this Agreement upon giving reasonable notice to, and in consultation with, the District.

XIII. Monitoring and Enforcement by the United States

- a. For the duration of this Agreement, the District will preserve and maintain all hard copy and electronically stored documents pertinent to its compliance with the Agreement. Upon request by the United States, the District will promptly produce to the United States all records requested in connection with the implementation of this Agreement.
- b. The District will submit semi-annual Compliance Reports to the United States demonstrating its efforts to comply with the provisions of this Agreement. The District will provide one semi-annual report by December 15 of each year for the duration of this



Agreement, and another semi-annual report by June 30 of each year for the duration of this Agreement, with the first report due on December 15, 2022.

- c. The District's Compliance Report will provide, for each paragraph in Sections II-XII of this Agreement, a narrative describing the District's efforts to comply with that paragraph since the last status report (or since the effective date of the Agreement in the case of the first status report) and all documents (provided in a sortable Microsoft Excel spreadsheet or a comparable format, if applicable) that demonstrate the District's efforts to comply with that paragraph including:
 - i. A list, by school, of all Crisis Prevention Team members, including the date of each Crisis Prevention Team member's most-recent Crisis Prevention training;
 - ii. All documentation related to the dissemination of Crisis Prevention-related information, pursuant to Section II(d) of this Agreement;
 - iii. Copies of all reports written by the Behavior Supports Director after each school's monthly or bi-monthly meeting and submitted to the Executive Director of Behavior Supports, pursuant to Section X(c). Additionally, the District will provide:
 - a) Documentation showing which recommendations in the reports were approved or denied and the explanation provided for any recommendation that was denied;
 - b) An explanation of how each approved recommendation was implemented within thirty (30) Days of approval; and
 - c) If applicable, an explanation for any approved recommendation that was not implemented within thirty (30) Days.
 - iv. Copies of all reports written by the Executive Director of Behavior Supports and the Behavior Supports Director detailing the steps each individual has taken toward meeting the requirements of this Agreement, pursuant to Sections IX(d)(xi) and X(d) of this Agreement;
 - v. All Infinite Campus data related to discipline, Crisis Prevention calls, and Physical Restraints;
 - vi. Copies of all reports the Executive Director of Behavior Supports created in Infinite Campus and submitted to the Superintendent, pursuant to Section IX(d)(xii);



- vii. For each Crisis Prevention training session that occurred since the last Compliance Report was submitted, documentation of all trainings conducted pursuant to this Agreement, including, for each training:
 - a) the date the training occurred;
 - b) the title of the training;
 - c) the length (in minutes or hours) of each training;
 - d) the names and titles of the individual(s) or entity that conducted the training;
 - e) the attendance log and log of employees who were required to, but did not, attend each training pursuant to Section XII(h) of this Agreement; and
 - f) all training materials and handouts.
- viii. A list and description of all Crisis Prevention trainings the District plans to conduct in the next six months, as well as the date or approximate date each training will occur.
- d. Where this Agreement requires parental consent as a precondition to District action, the District shall promptly solicit and proactively seek to obtain such consent in writing. Within thirty (30) Days of the effective date of this Agreement, the District will provide the United States draft(s) of the form(s) requesting parental consent for the United States' review and approval.
- e. The District acknowledges that the United States may request additional documents and information to evaluate the District's compliance with Title II and the terms of this Agreement. The District will produce the requested additional documents and information to the United States promptly within thirty (30) Days of the United States' request or earlier. The District also acknowledges that the United States, through its representatives and/or any consultant or expert it may retain, may conduct on-site reviews of the District's schools and in-person or virtual interviews of employees to evaluate compliance with the terms of this Agreement upon giving reasonable notice to, and in consultation with, the District. The United States also may speak directly, without District counsel, with District employees who (i) are not administrators represented by District counsel, and (ii) have questions, concerns, or other information to raise with the United States about the District's obligations under federal law, Title II, and this Agreement.



- f. If any part of this Agreement for any reason is held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of any other part of the Agreement. Furthermore, the Parties shall meet within fifteen (15) Days of any such decision to determine whether the Agreement should be revised or supplemented in response to the court's decision.
- g. The United States may enforce the terms of this Agreement and Title II. If the United States determines that the District has failed to substantially comply with the terms of this Agreement or has failed to substantially comply in a timely manner with any term of the Agreement, it will notify the District in writing. If the Parties are unable to reach a satisfactory resolution of the issue(s) within thirty (30) Days of the United States providing notice to the District, the United States may initiate civil proceedings in federal court to enforce the Agreement and/or the District's underlying obligations under Title II.
- h. The Parties anticipate that the District will have complied with this Agreement by the end of the 2025-2026 school year. When the District provides the United States with its Compliance Report due June 30, 2026, the United States will have ninety (90) Days to raise any remaining concerns regarding the District's substantial compliance with the Agreement.
 - i. The burden will be on the District to demonstrate substantial compliance with this Agreement. Non-compliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, will not constitute failure by the District to maintain substantial compliance. At the same time, temporary compliance during a period of sustained non-compliance will not constitute substantial compliance.
 - ii. If the United States does not raise any concerns regarding the District's compliance, the Agreement will terminate.
 - iii. If the United States raises concerns regarding the District's compliance, the Parties will attempt to resolve those concerns cooperatively, including considering whether the Agreement should be extended. If the Parties are unable to reach a negotiated resolution, the enforcement mechanism in Section XIII(g) will apply.

XIV. Other Provisions

- a. Effective Date - The effective date of this Agreement is the date of the last signature below.
- b. Consideration - In consideration for entering this Agreement, the United States will



refrain from undertaking further enforcement action relating to this investigation or from filing a civil action alleging discrimination based on the findings of the United States' investigation, except as provided in Section XIII(g).

- c. Non-Waiver - Failure by the United States to enforce any provision in this Agreement is not a waiver of its right to enforce any provision of this Agreement.
- d. Interpretation - For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.
- e. Binding Nature of Agreement - This Agreement is applicable to and binding on the District and the United States, including their respective officers, agents, employees, successors, and assigns.
- f. Communications with the United States - All documents and communications required to be sent to the United States under the terms of this Agreement will be sent to the following individuals, or other persons as may be designated by the United States, by overnight courier, or where practicable, by e-mail or other means of electronic transfer:

Brigid Benincasa
Christine Bischoff
 Trial Attorneys
 Educational Opportunities Section
 Civil Rights Division
 U.S. Department of Justice
 150 M St., NE
 Washington, DC 20002
 Brigid.Benincasa@usdoj.gov
 Christine.Bischoff@usdoj.gov

Matthew K. Gillespie
 Assistant United States Attorney
 Civil Rights Coordinator
 U.S. Attorney's Office
 111 Seventh Avenue SE, Box 1
 Cedar Rapids, IA 52401
 Matthew.Gillespie@usdoj.gov

- g. Communications with the District - All documents and communications required to be sent to the District under the terms of this Agreement shall be sent to the following individuals, or other persons as may be designated by the District, by overnight courier, or where practicable, by e-mail or other means of electronic transfer:

Miriam Van Heukelem
 Ahlers Cooney Attorneys
 100 Court Avenue, Suite 600
 Des Moines, Iowa 50309
 mvanheukelem@ahlerslaw.com

- h. Authority - The undersigned representatives of the Parties certify that they are authorized to enter into and consent to the terms and conditions of this Agreement and to execute and legally bind the Parties to it.



- i. Deadlines – The Parties may agree in writing to extend any applicable deadlines specified in this Agreement. The United States will not unreasonably deny requested extensions, if made by the District in advance of any deadline, and following the District's due diligence to meet such a requirement. In particular, the United States will work with the District to modify deadlines in the event that unforeseen circumstances outside the District's control, such as severe weather or natural disasters, prevent timely compliance.

- j. Entire Agreement - This Agreement constitutes the entire agreement by the Parties, and no other statement, promise, or agreement, whether written or oral, made by any Party or agents of any Party, that is not contained in this written Agreement will be enforceable regarding the matters raised in this Agreement.

[Signatures on following page]

For the United States of America:

TIMOTHY T. DUAX
United States Attorney

KRISTEN CLARKE
Assistant Attorney General

 Date: 9/12/2022


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Date: 9/12/22

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JONATHAN D. NEWTON, Deputy Chief
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For the Cedar Rapids Community School District:

 Date: 09-08-22

NOREEN BUSH
Superintendent
Cedar Rapids Community School District
2500 Edgewood Road, NW
Cedar Rapids, IA 52405
(515) 558-2000
nbush@crschools.us

APPENDIX A – FBAs and BIPs

- a. Within a year of the execution of this Agreement, the District will review all existing, active FBAs and BIPs to determine if they conform with the requirements in this Section. If they do not conform with the requirements in this Section, for all students still covered under such FBAs or BIPs, the District will complete new FBAs and develop new or revised BIPs in accordance with the requirements in this Section below.
- b. FBAs
 - i. The District will ensure that FBAs are conducted in accordance with the requirements below.
 - ii. The individual(s) conducting an FBA will have expertise and experience in Applied Behavior Analysis, developing FBAs, and developing and implementing BIPs.
 - iii. When conducting the FBA, the individual(s) will include:
 - a) A review and analysis of Crisis Prevention and Physical Restraint data, discipline data, attendance data, MTSS data, grades, and other relevant data;
 - b) Interviews with the student, employees who work with the student, family or caregivers of the student, and other professionals who work with the student;
 - c) Multiple direct observations of the student, in multiple settings, and at multiple times and days. The direct observations will include times and settings when the behavior is anticipated to occur, as well as times and settings the behavior is not anticipated to occur; and
 - d) An A-B-C Analysis of the direct observation data.
 - iv. The written FBA will include:
 - a) A clear and operationalized description of the target behavior(s);
 - b) An identification of the contexts that predict the target behavior(s) including times the behavior occurs, locations the behavior occurs, people associated with the behavior, and the conditions under which the behavior occurs;
 - c) An identification of the consequences that follow the target behavior(s); and
 - d) A hypothesized function of the target behavior(s).
 - v. The FBA will be consistently reviewed to confirm the hypothesized function of the behavior. A new FBA will be conducted when there are changes to the students' contexts, including changes in teachers, settings, and/or programs. A new FBA will be proposed and conducted by the District and Grant Wood AEA, subject to parental

consent, any time there is a change in student behavior to identify the function of the new behavior, which will be used to develop a new BIP that includes individualized, evidence-based interventions and supports in response to that behavior.

c. BIPs

- i. The District will ensure that BIPs are developed in accordance with the requirements in this Section.
- ii. The individual(s) developing the BIP will have expertise and experience in Applied Behavior Analysis, developing FBAs, and developing and implementing BIPs.
- iii. The BIP will:
 - a) Be designed for a single behavior, or a single set of behaviors of the same type, that was identified in the FBA;
 - b) Include a clear, concise, and operationalized definition of the target behavior consistent with the definition of the target behavior from the FBA;
 - c) Explicitly state the function of the target behavior that was identified in the FBA and explicitly describe the frequency of the behavior, the duration of the behavior, and/or the intensity of the behavior;
 - d) Include: (1) a clearly described, individualized antecedent-based intervention to reduce the frequency, duration, and/or intensity of the target behavior, and/or (2) a clearly described replacement behavior intervention supported by evidence that the replacement behavior is functionally equivalent or functionally superior to the target behavior and is socially desirable to the student.
 - 1) When the BIP includes an antecedent-based intervention, it will include step-by-step instructions on how the antecedent-based intervention will be implemented, including any instruction that will take place with the student, and also include a clear and concise description of how to reinforce appropriate behavior when it occurs.
 - 2) When a BIP includes a replacement behavior, it will include a step-by-step set of instructions on how the replacement behavior will be taught to the student and also include a clear and concise description of how the replacement behavior will be reinforced when it occurs.
 - e) Include a clear and concise description of the response employees will use when the target behavior occurs. The identified response will not reinforce the target

behavior or undermine the antecedent-based intervention or the replacement behavior intervention.

- f) Include a description of how to monitor the fidelity with which interventions are implemented, including a formal process for measuring the fidelity with which interventions are implemented, and also state how often such monitoring and measuring will occur.
 - g) Include a system for collecting data on the target behavior, including how often such data should be collected.
 - h) Include a description of the steps to be taken if the target behavior (1) improves, (2) worsens, or (3) does not change.
 - i) The District will take all necessary steps to ensure that all aspects of the BIPs are implemented as written.
- d. The District will ensure that all new FBAs and BIPs conform to the above requirements.
- e. When a student has multiple BIPs for different behaviors, those should be maintained in the same set of the student's records and all such records should be regularly reviewed and should be current.
- f. All District staff and Grant Wood AEA employees who conduct FBAs and develop BIPs will receive annual feedback from their supervisor on their compliance with, and implementation of, the requirements of Appendix A.

APPENDIX B – Crisis Prevention and Intervention

- a. The District will require each school to have a Crisis Prevention Team consisting of at least three staff members. An SRO may not serve as a member of a school’s Crisis Prevention Team.
- b. All Crisis Prevention Team members, School Administrators overseeing Crisis Prevention Teams, the Executive Director of Behavior Supports, and the Behavior Supports Director will complete CPI training within thirty (30) Days of the effective date of this Agreement. Staff who received CPI training during the 2021-2022 school year will participate in the recertification course, and staff needing initial training will participate in the full two-day training. The District’s CPI-trainer will receive coaching from a CPI representative prior to delivering this training. For each subsequent school year, Crisis Prevention Team members, School Administrators overseeing Crisis Prevention Teams, the Executive Director of Behavior Supports, and the Behavior Supports Director will complete all required CPI training in compliance with CPI guidelines prior to the start of the school year.
- c. After the 2022-2023 school year, the District may identify employees to be trained as Crisis Prevention Trainers. Each Crisis Prevention Trainer will complete all training required by CPI to become a certified trainer, even if the Crisis Prevention Trainer previously completed such training before the 2022-2023 school year and was previously designated as a Crisis Prevention Trainer. The Executive Director of Behavior Supports and the Behavior Supports Director also will complete all training required by CPI to become a certified trainer. Employees may not train other employees on Crisis Prevention until they have completed the requisite coursework and been designated as a certified Crisis Prevention Trainer by CPI in accordance with this paragraph.
- d. The Behavior Supports Director will attend all Crisis Prevention trainings led by employees conducted after the 2022-2023 school year. The Behavior Supports Director will ensure all trainings are taught with fidelity based on CPI guidelines and coursework. If a training is not taught with fidelity, the Behavior Coordinator will ensure that any training components that were omitted or taught incorrectly will be implemented with fidelity in a mandatory follow-up training. In situations where a training was not taught with fidelity, the Behavior Coordinator will ensure that the employee serving as the Crisis Prevention Trainer is retrained and re-designated as a certified Crisis Prevention Trainer by CPI or is replaced by another employee who has completed the requisite coursework and been designated as a certified Crisis Prevention Trainer by CPI.

- e. Within thirty (30) Days of the effective date of this Agreement, the District will review and revise its Crisis Prevention Protocol and submit the draft to the United States for its review and approval. Upon receipt of approval from the United States, the revised Crisis Prevention Protocol will be implemented at each District School. If the District makes subsequent revisions to the Crisis Prevention Protocol while this Agreement is in effect, it will provide the United States a draft of the revised Crisis Prevention Protocol for the United States' review and approval.
- f. The revised Crisis Prevention Protocol will include:
 - i. The identification of a School Administrator and a Crisis Prevention Team member to serve as the school's points of contact for the Executive Director of Behavior Supports and the Behavior Supports Director.
 - ii. Training and measures to be taken 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.
 - iii. Procedures for school staff to request assistance from the school's Crisis Prevention Team.
 - iv. Procedures for the Crisis Prevention Team to assist a student in crisis.
 - v. Law enforcement may not be involved in behavioral events that are typically handled by the Crisis Prevention Team.
 - vi. Procedures requiring that, after a Physical Restraint, the District will provide counseling or psychological services or supports from a school counselor or other licensed behavioral health professional, who was not involved in the Crisis Prevention call, to respond to potential trauma or psychological harm, immediately where possible and otherwise by no later than the end of the following School Day. Subject to obtaining parental consent, the District also will complete an evaluation of the student to determine if additional behavioral health services are required.
 - vii. Procedures requiring that after a Crisis Prevention event or Physical Restraint event in which the student made an overt or perceived threat of suicide or engaged in an act of actual or mimicked self-harm, the District will ensure its policies and procedures for suicide prevention and Postvention are immediately implemented with fidelity and documented.
 - viii. A School Administrator, or their designee, will notify a student's Parent of any Crisis Prevention event involving the student prior to the end of the School Day.

This verbal notification will be documented in Infinite Campus. Within one (1) School Day, a Parent will be notified in writing of the Crisis Prevention event. This notification should include the Crisis Prevention Report created in Infinite Campus pursuant to Appendix C to this Agreement.

- ix. A School Administrator, or their designee, will immediately (or as soon as reasonably practicable and no later than the time the student is dismissed from school that day) notify a Parent when a student was subjected to a Physical Restraint. If a Parent cannot be reached before the student is dismissed from school that day, the School Administrator, or their designee, will notify a Parent as soon as possible, and no later than 24 hours after the Physical Restraint. Within 24 hours, a Parent will be notified in writing of the Physical Restraint. This notification should include the Physical Restraint report created in Infinite Campus pursuant to Appendix C to this Agreement. Within ten (10) School Days after the Physical Restraint occurred, the complete Physical Restraint report created in Infinite Campus will be provided to a Parent.
- x. After each Crisis Prevention and/or Physical Restraint event, employees involved in the event(s) will ensure all fields in Infinite Campus are completed, as required by Sections VIII (Appendix C), X(c)(vii), and XI(b) of this Agreement.
- xi. Within three (3) School Days after a Physical Restraint event, a School Administrator will lead the Crisis Prevention Team, and any other appropriate District staff, in a debriefing of the Physical Restraint event. Within two (2) School Days after the debriefing, the School Administrator and Behavior Supports Director will complete the Physical Restraint debriefing fields in Infinite Campus pursuant to Section XI(b).
- xii. Within two (2) School Days after the debriefing meeting as referenced in subparagraph (xi) above, the Behavior Supports Director will consult with the School Administrator, the Crisis Prevention Team, and any other appropriate District staff, to provide feedback on the Physical Restraint event and complete the Physical Restraint fields in Infinite Campus that correspond to this meeting, including whether District procedures were properly followed, whether the Physical Restraint was conducted appropriately and based on approved methods, the De-escalation Techniques that may have effectively de-escalated the student's behavior, whether the student's FBA identified the behavior and functions of the behavior involved in the crisis, whether the student's BIP is developed and implemented in accordance with Paragraph (c) of Appendix A to this Agreement, and how the specific behavior(s) involved will be managed and de-escalated in the future.

- xiii. Within two (2) School Days after a Crisis Prevention call resulting in a Physical Restraint, the District will conduct a systematic review of the FBA and BIP of the student who was physically restrained according to the following:
- a) If the student has not yet been identified as eligible for an IEP or 504 Plan, a meeting will be held to propose conducting an evaluation to determine eligibility. Such evaluation shall be subject to parental consent as required by law. An evaluation shall be conducted and completed as soon as practicable, but no later than sixty (60) Days from the date parental consent is obtained. If the student is found eligible, an IEP or 504 Plan will be developed in accordance with applicable law, including conducting an FBA consistent with Paragraph (b) of Appendix A to this Agreement and developing a BIP consistent with Paragraph (c) of Appendix A.
 - b) If the student has an IEP or 504 Plan but does not have an FBA, subject to parental consent, an FBA will be immediately conducted in accordance with Paragraph (b) of Appendix A to this Agreement and completed within fifteen (15) School Days after the Physical Restraint event. Upon completion of the FBA, the District will use the FBA to develop a BIP pursuant to Paragraph (c) of Appendix A to this Agreement, which is specific to the behavior that led to the Physical Restraint. The BIP will be completed within five (5) School Days after completion of the FBA.
 - c) If the student has an FBA that is more than one year old or has an FBA that was conducted in a different educational setting than the one the student is currently in (including a change in teacher), a new FBA will be conducted, subject to parental consent, pursuant to Paragraph (b) of Appendix A to this Agreement and completed within fifteen (15) School Days after the Physical Restraint event. As soon as the FBA is completed, the District will use the FBA to develop a BIP pursuant to Paragraph (c) of Appendix A to this Agreement, which is specific to the behavior that led to the Physical Restraint. The BIP will be completed within five (5) School Days after completion of the FBA.
 - d) If the student has an FBA that was created within the last year and the student's educational setting has not changed since the FBA was conducted, the District will:
 - 1) Review the FBA to ensure that the FBA includes the behavior that resulted in the Physical Restraint.
 - (1) If the FBA does not include the behavior that resulted in the Physical Restraint, the District will conduct all steps required

by Paragraph (b) of Appendix A to this Agreement to ensure the behavior and the hypothesized function of the behavior are included in the FBA. The District will use the FBA to develop a BIP pursuant to Paragraph (c) of Appendix A to this Agreement, which is specific to the behavior that led to the Physical Restraint. The District will implement the BIP with fidelity and monitor this implementation to assess the fidelity of implementation and the effectiveness of the BIP.

- i. If the BIP is not implemented with fidelity, the District will ensure that training and support is provided to ensure the BIP is implemented with fidelity.
- ii. If the BIP is not effective, the District will revise the BIP or develop a new BIP pursuant to Paragraph (c) of Appendix A to this Agreement.

(2) If the FBA does include the behavior resulting in the Physical Restraint, the District will review the FBA to ensure the function of the behavior resulting in the Physical Restraint matches the function identified during the Crisis Prevention and Physical Restraint processes.

- i. If the function in the FBA does not match the function identified in the Crisis Prevention and Physical Restraint processes, the District will conduct all steps required by Paragraph (b) of Appendix A to this Agreement to ensure the new behavior and the hypothesized function of that behavior are included in the FBA. The District will use the FBA to develop a BIP pursuant to Paragraph (c) of Appendix A to this Agreement, which is specific to the behavior that led to the Physical Restraint. The District will implement the BIP with fidelity and monitor this implementation to assess the fidelity of implementation and the effectiveness of the BIP.

1. If the BIP is not implemented with fidelity, the District will ensure that training and support is provided to ensure the BIP is implemented with fidelity.

2. If the BIP is not effective, the District will revise the BIP or develop a new BIP pursuant to Paragraph (c) of Appendix A to this Agreement.
 - ii. If the FBA includes the function identified in the Crisis Prevention and Physical Restraint processes, the District will review the BIP to ensure that the BIP is implemented with fidelity and that the BIP is effective. The District will implement the BIP with fidelity and monitor this implementation to assess the fidelity of implementation and the effectiveness of the BIP.
 1. If the BIP is not implemented with fidelity, the District will ensure that training and support is provided to ensure the BIP is implemented with fidelity.
 2. If the BIP is not effective, the District will revise the BIP or develop a new BIP pursuant to Paragraph (c) of Appendix A to this Agreement.

APPENDIX C – Data

- a. Within thirty (30) Days of the effective date of this Agreement, the District will create a new set of Crisis Prevention fields and Physical Restraint fields in Infinite Campus that will be completed for every Crisis Prevention call and Physical Restraint event, including when District staff block egress from a school building under Section IV(b). In addition, the District will be able to automatically generate a Crisis Prevention Report and a Physical Restraint report based on individual and aggregated data from the new Infinite Campus Crisis Prevention and Physical Restraint data.
- b. The employee who made a Crisis Prevention call will complete the relevant Crisis Prevention fields in Infinite Campus by the end of the School Day that the Crisis Prevention call was made. These new Crisis Prevention fields will include:
 - i. An indication that a Crisis Prevention call was made;
 - ii. The date and time of the Crisis Prevention call;
 - iii. The name of the employee who made the Crisis Prevention call;
 - iv. The name, grade, school, disability status, and disability type(s) (where known) of the student involved;
 - v. A narrative written in behavior-focused language that provides a step-by-step sequence that accurately describes the situation that led to the Crisis Prevention call. The narrative will include a description of:
 - a) The context that led to the behavioral problem;
 - b) The antecedent of the behavior that led to the Crisis Prevention call;
 - c) The response(s) of any adults or other students to the behavior that led to the Crisis Prevention call; and
 - d) If the behavior that led to the Crisis Prevention call was an escalation of the student's prior behavior, a description of the prior behavior, the antecedent of the prior behavior, and the response(s) of any adults or other students to the prior behavior.
- c. When the Crisis Prevention Team responds to a Crisis Prevention call, one member of the Crisis Prevention Team will serve as notetaker and record in writing all occurrences that take place during the crisis.

- d. The Crisis Prevention Team will complete the relevant Crisis Prevention fields in Infinite Campus by the end of the School Day that the crisis occurred. These new Crisis Prevention fields will include:
- i. The names of all Crisis Prevention Team members involved in the Crisis Prevention call;
 - ii. The names of any other adults involved in the Crisis Prevention call;
 - iii. A detailed narrative description of the situation when the Crisis Prevention Team arrived. This will include a clear description of the setting, the individuals in the setting, the behavior of the student in crisis, the behaviors of any adults in the setting, and any additional information that had an impact on the crisis, the student in the crisis, or the Crisis Prevention Team;
 - iv. A detailed narrative description of each de-escalation intervention attempted by the Crisis Prevention Team, the name of the Crisis Prevention Team member who attempted the intervention, and the student's response to the attempted intervention. This description will provide a sequential log of these events;
 - v. A narrative description of the situation after the behavior was de-escalated;
 - vi. Where the student was taken after the behavior was de-escalated (e.g., office, return to classroom);
 - vii. The time the student was taken to that location;
 - viii. A detailed narrative describing all student activities in the location specified in subparagraph (vi), including all instruction provided;
 - ix. Whether the student returned to class;
 - x. The time the student returned to class;
 - xi. Whether the student was sent home from school for the day without being suspended or expelled;
 - xii. The time the student was sent home from school for the day without being suspended or expelled;
 - xiii. Whether the student was referred to law enforcement (including an SRO);
 - xiv. The name of the employee who contacted law enforcement;

- xv. The name(s) of the law enforcement agency contacted;
 - xvi. The name of the officer(s) who responded;
 - xvii. A detailed narrative description of the debriefing process that occurred with the student after the behavior was de-escalated;
 - xviii. A narrative description of any behavioral, social, behavioral health, or other supports provided to the student after the Crisis Prevention event;
 - xix. Whether a Parent was contacted;
 - xx. A narrative description of the contact with a Parent; and
 - xxi. A detailed narrative description of the Crisis Prevention Debrief Process conducted by the Crisis Prevention Team. This will include a description of the Crisis Prevention Debrief Process, including the reasons for the Crisis Prevention call, the actions taken by the Crisis Prevention Team that were effective, the actions taken by the Crisis Prevention Team that were ineffective, whether the Crisis Prevention Protocol was followed, any problems that arose, and recommendations for ensuring the Crisis Prevention process is implemented with fidelity moving forward to avoid the need for Physical Restraints.
- e. If a Physical Restraint was used, the Crisis Prevention Team will also complete the Physical Restraint fields in Infinite Campus. These new Physical Restraint fields will include:
- i. Whether a Physical Restraint was used;
 - ii. The time the Physical Restraint was initiated (if more than one Physical Restraint was used, the time each restraint was initiated);
 - iii. The time the Physical Restraint ended (if more than one Physical Restraint was used, the time each restraint ended);
 - iv. A narrative description of why the Physical Restraint was ended (if more than one Physical Restraint was used, a narrative description of why each Physical Restraint was ended);
 - v. The type of hold(s) used for each Physical Restraint;
 - vi. A clear, concise, and operationalized narrative describing the behavior resulting in the Physical Restraint;

- vii. A clear and concise description of the hypothesized function of the behavior resulting in the Physical Restraint;
- viii. A narrative description of the reasons the hypothesized function of the behavior was proposed;
- ix. A clear and concise explanation of why the student's behavior created an immediate and imminent danger to the physical safety of the student or another person;
- x. The name of each Crisis Prevention Team member involved in the Physical Restraint (if more than one Physical Restraint was used, the name of each Crisis Prevention Team member involved in each Physical Restraint);
- xi. The name of the Crisis Prevention Team member who served as the notetaker during the Physical Restraint. If the Crisis Prevention Team member who served as the notetaker changed during the Physical Restraint, the name of each notetaker;
- xii. A detailed narrative description of each de-escalation intervention attempted by the Crisis Prevention Team after the Physical Restraint, the name of the Crisis Prevention Team member who attempted the intervention, and the student's response to each intervention. This description will provide a sequential log of these events. If there were additional Physical Restraints, the same information will be provided for each Physical Restraint that occurred;
- xiii. A narrative description of the situation after the behavior was de-escalated;
- xiv. Any injury that occurred to the student as a result of a Physical Restraint;
- xv. A narrative description of any injury that occurred to the student as a result of a Physical Restraint;
- xvi. A narrative description of the treatment provided to the students because of an injury sustained during a Physical Restraint;
- xvii. Any injury that occurred to an adult as a result of a Physical Restraint;
- xviii. A narrative description of how each injury indicated in sub-paragraphs (xiv) and (xvii) occurred;
- xix. Any property damage that occurred during a Physical Restraint;
- xx. A narrative description of how the damage indicated in sub-paragraph (xix) occurred;

- xxi. A narrative description of the situation after the behavior resulting in the Physical Restraint was de-escalated;
- xxii. Where the student went after the behavior resulting in the Physical Restraint was de-escalated;
- xxiii. The time the student was taken to that location;
- xxiv. A detailed narrative describing all student activities in the location specified in sub-paragraph (xxii), including all instruction provided;
- xxv. Whether the student returned to class;
- xxvi. The time the student was returned to class;
- xxvii. A detailed narrative description of the debriefing process that occurred with the student after the behavior resulting in the Physical Restraint was de-escalated;
- xxviii. A narrative description of any behavioral, social, behavioral health, or other supports provided to the student after the Physical Restraint event(s) was de-escalated;
- xxix. Whether a Parent was contacted;
- xxx. A narrative description of the contact indicated in sub-paragraph (xxix);
- xxxi. A complete During Restraint Log that documents all occurrences from the initiation of the first Physical Restraint until the end of the Crisis Prevention Team's involvement. The During Restraint Log will include a description of all occurrences in at least two-minute intervals. The During Restraint Log will include the time, the student's actions during the Physical Restraint, and the adults' actions during the Physical Restraint;
- xxxii. Documentation of every request from a School Administrator, or their designee, to continue a Physical Restraint for more than 15 minutes;
- xxxiii. A narrative explanation of the request to continue a Physical Restraint for more than 15 minutes and the response from the School Administrator or their designee;
- xxxiv. Documentation of the Crisis Prevention Team's proposed approach to addressing the behavior resulting in the Physical Restraint in the future;
- xxxv. A detailed narrative description of all interventions, supports, and services the Crisis Prevention Team recommends the student receive after the Physical Restraint event ends, including recommendations for employees who work with the student;

- xxxvi. Any disciplinary action taken as a result of the behavior resulting in the Physical Restraint;
- xxxvii. Whether the student was sent home from school for the day without being suspended or expelled;
- xxxviii. The time the student was sent home from school for the day without being suspended or expelled;
- xxxix. A narrative explanation of why the student was sent home from school for the day without being suspended or expelled;
 - xl. An indication of whether the student was referred to law enforcement (including the SRO);
 - xli. The name of the employee member who contacted law enforcement;
 - xlii. The name(s) of the law enforcement agency contacted;
 - xliii. The name of the officer(s) who responded;
 - xliv. Whether the student was transferred to an Off-Site School, and if so, which Off-Site School;
 - xlv. A detailed narrative description of the Crisis Prevention Debrief Process conducted by the Crisis Prevention Team. This will include a description of the Crisis Prevention Debrief Process, including the reasons for the Crisis Prevention call, the actions taken by the Crisis Prevention Team that were effective, the actions taken by the Crisis Prevention Team that were ineffective, and recommendations for ensuring the Crisis Prevention process is implemented with fidelity moving forward to avoid the need for a future Physical Restraint;
 - xlvi. A narrative description of the debriefing that occurred among the Crisis Prevention Team and the School Administrator pursuant to Section XI(b); and
 - xlvii. A narrative description of the debriefing that occurred among the Crisis Prevention Team, the School Administrator, and the Behavior Supports Director pursuant to Section X(c)(vii).