

#### 5. Children of Educators Who Do Not Reside in Arlington

The School Committee shall permit the enrollment of a school-age, nonresident child residing with his/her parent or guardian who is employed as a teacher (or other Unit A position) in the district. The following restrictions apply:

a. There will be a limit of 20 students total allowed to enroll in the Arlington Public Schools under this Agreement. Priority for any new students enrolled under this Agreement shall be as follows:

- i. Siblings of students currently enrolled
- ii. Seniority in the bargaining unit

b. The child may be enrolled only at the beginning of a school year. Initial enrollment is subject to the availability of space in the particular grade level or program for which the student is otherwise eligible, as determined by the Superintendent, and is further subject to the teacher's submission of all registration information (such as immunization and other records) required of resident children who seek to enroll.

c. Interested teachers will submit their request in writing to the President of the AEA and the Superintendent of Schools prior to the start of the school year with the following information: name of teacher, length of service in the Arlington Public Schools, grade the child/children will be entering in the fall, whether or not the teacher already has a child in this program, and if so, the child's grade and school.

d. AEA members will be notified as soon as possible if a space is available, with a target date of August 1. The availability for Kindergarten admission may not be known until September 1. Notification of openings will proceed according to the criteria outlined in Section 1. The Human Resources Officer and the Association President will preside over the notification process to AEA members. Whenever possible, efforts will be made to keep siblings in the same school.

e. The services to be provided to the student will be limited to those ordinarily delivered within the district's general education facilities. In the event the student requires a substantially separate special education program within or outside the general education classroom, the AEA member will be responsible for enrolling the child in his/her district of residence. In addition, a student who wishes to access a vocational program will do so in the district of residence.

f. The teacher is responsible for payment of any user fees applicable to resident children and is further responsible for providing any and all transportation associated with the student's attendance in the district.

g. In the event that the AEA member ceases to be employed by the district, the child's enrollment will be terminated. Students are also subject to suspension and/or expulsion in accordance with the district's policies relating to student conduct and discipline, with the understanding that the district will provide services for the student in another setting to the extent required by applicable law.

h. The provisions of this section are not subject to the grievance and arbitration provision of this Agreement.