

Charter School Waiver Request Addendum

Use the addendum template below to list the non-automatic waiver(s) from statute and rule and the related replacement plans that the charter school is requesting.

Contact Information
School Name: Vanguard Classical School
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Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title 22-9-106. C.R.S. Local Board Duties Concerning Performance Evaluations</p>
<p>Rationale: The school administration must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an administrator or principal license, this should not preclude such individual from administering the evaluations under the direction of the Head of School.</p>
<p>Replacement Plan: VCS uses its own evaluation system and appropriate personnel/evaluators have been trained to use the system. VCS's evaluation system better comports with the VCS curricular program and philosophy, and will continue to meet the intent of the law as outlined in statute. The methods used for VCS's evaluation system include: providing a formal evaluation against quality standards that are clear and relevant to the Head of School's and teacher's roles and responsibilities, incorporating an evaluative component that is based on improving student academic growth as measured by assessment data, and incorporating the objectives of the quality standards established in SB 10-191. All teachers will be evaluated annually and results will be used to inform human resources and professional development planning.</p>
<p>Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Aurora Public Schools. Therefore, the waiver is requested through June 30, 2026.</p>
<p>Financial Impact: VCS anticipates that the requested waiver will have no financial impact.</p>
<p>How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to VCS as set forth in the Charter Contract.</p>
<p>Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its performance evaluation system, which is designed to produce greater</p>

accountability and be consistent with the school's goals and objectives. This will benefit staff members and students.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

22-2-112(1)(q)(I) C.R.S. Commissioner Duties - (Reporting Performance Evaluation Ratings)

Rationale:

Vanguard Classical School already has in place a waiver from C.R.S. 22-9-106. C.R.S. Local board duties concerning performance evaluations for licensed personnel - affording the designated head of school the ability to perform the evaluation of all personnel. Additionally, Vanguard will not be required to report their teacher evaluation ratings as part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).

Replacement Plan:

VCS uses its own evaluation system as agreed to in the Charter School Agreement with Aurora Public School District. Vanguard's evaluation system meets the intent of the quality standards established in SB 10-191. VCS will not be required to report their teacher evaluation data; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.

Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with Aurora Public Schools. Therefore, the waiver is requested through June 30, 2026.

Financial Impact:

None

How the Impact of the Waivers Will be Evaluated:

Since this area has a critical impact on performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school.

Expected Outcome:

With this waiver, VCS will be able to implement its own program and evaluate its teachers in accordance with the spirit of the SB 10-191 Colorado State Evaluation system. It is designed to produce greater accountability and be consistent with the schools goals and objectives.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

22-1-110 C.R.S. Alcohol & Controlled Substance Education

Rationale:

VCS is responsible for the design of its own educational program in agreement with its philosophies and values as put forth in the charter document, independent of the district, including when and what to teach about the use of alcohol and controlled substances.

Replacement Plan:

VCS is responsible for the design of its own educational program in agreement with its philosophies and values as put forth in the charter document, independent of the district, including when and what to teach about the use of alcohol and controlled substances.

Vanguard is committed to utilizing primary and secondary substance use and behavioral health prevention practices that research has shown to be effective.

Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with Aurora Public Schools. Therefore, the waiver is requested through June 30, 2026.

Financial Impact:

None

How the Impact of the Waivers Will be Evaluated:

The effectiveness will be evaluated by our administration as they review the implementation of all curricula. The School will conduct a universal screening program for all of its students (K-12) to identify youth at their campuses who could benefit from interventions and/or referrals to therapeutic services.

Expected Outcome:

A waiver from the statute will allow the school to continue educating students in these topics as desired by the philosophies and values of the founders and as described to our parents in the Parent/Student Handbook.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

22-32-119 C.R.S. Kindergarten

Rationale:

VCS is responsible for the design of its own educational program in agreement with its philosophies and values as put forth in the charter document and contract with the district, independent of the district.

Replacement Plan:

VCS has established its own kindergarten programs, curriculum, policies and rules governing them and will be responsible for the selection of all educational materials to be used in the school, specifically the Core Knowledge Sequence. The district has delegated this authority to the school via the contract. VCS does not charge for kindergarten.

Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with Aurora Public Schools. Therefore, the waiver is requested through June 30, 2026.

Financial Impact:

None

How the Impact of the Waivers Will be Evaluated:

Vanguard expects that, as a result of this waiver, it will be able to operate its Kindergarten program to the benefit of students, teachers and community and ensure that students begin focusing on the curricular standards of VCS from the beginning.

Expected Outcome:

VCS will be able to fully implement its chosen educational program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

22-63-201 C.R.S. Teacher Employment Act - Compensation & Dismissal ACT - Requirement to hold a certificate

Rationale:

Vanguard Classical School must be granted the authority to hire teachers and principals that will support the school’s goals and objectives. The principal will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks and act as the school’s chief executive officer.

Replacement Plan:

VCS will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All teachers will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement as this is a federal requirement. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.

Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with Aurora Public Schools. Therefore, the waiver is requested through June 30, 2026.

Financial Impact:

None

How the Impact of the Waivers Will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as set forth in the Charter Contract.

Expected Outcome:

As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school’s design, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

1. **22-63-202 C.R.S. Teacher Employment Act - Contracts in writing, damage provision**
2. **22-63-203 C.R.S. Teacher Employment Act - Requirements for probationary teacher, renewal & non-renewal**
3. **22-63-206 C.R.S. Teacher Employment Act - Transfer of teachers**

Rationale:

Vanguard Classical School must be granted the authority to hire teachers and principals that will support the school's goals and objectives. The principal will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer.

Replacement Plan:

VCS will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of the school will be employed on an at-will basis.

All employees receive written agreements (Employee Relationship Statements) with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. All employees of the school will meet applicable fingerprinting and background check requirements.

VCS will not participate in the district's transfer policies and procedures; however, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with Aurora Public Schools. Therefore, the waiver is requested through June 30, 2026.

Financial Impact:

None

How the Impact of the Waivers Will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as set forth in the Charter Contract.

Expected Outcome:

As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

1. 22-32-109(1)(n)(I), C.R.S. Local Board Duties Concerning School Calendar
2. 22-32-109(1)(n)(II)(A) C.R.S. Determine teacher-pupil contact hours
3. 22-32-109(1)(n)(II)(B) C.R.S. Adopt District Calendar

Rationale:

<p>VCS will be operating independently from other schools in the district and should be delegated the authority to establish its own school calendar and length of school day. VCS does not request a waiver of the minimum teacher contact hours however, the specific days on which these hours occur should be in the purview of the VCS Board of Directors.</p>
<p>Replacement Plan: VCS has established and adopted a school calendar that will meet or exceed state requirements for hours of instruction, on an annual basis. Calendar will be published after adoption by the BOD before the end of the previous school year. Teacher-pupil contact hours and calendar days will meet or exceed the current requirements in statute.</p>
<p>Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Aurora Public Schools. Therefore, the waiver is requested through June 30, 2026.</p>
<p>Financial Impact: None</p>
<p>How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by the school's performance on state and school assessments.</p>
<p>Expected Outcome: The BOD of VCS will be able to adjust the school calendar according to the needs of the student body and the accomplishment of the school's mission and goals.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title 22-32-109(1)(b) C.R.S. Local Board Duties Concerning Competitive Bidding</p>
<p>Rationale: VCS will determine its own policies and procedures necessary for the efficient administration of its affairs and will establish all necessary procedures to obtain competitive bids when prudent.</p>
<p>Replacement Plan: VCS board of directors created a policy requiring competitive bidding and the selecting of bidders on projects/contracts. VCS will require competitive bidding whenever prudent, and on all non-curricular purchases over \$10,000.</p>
<p>Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Aurora Public Schools. Therefore, the waiver is requested through June 30, 2026.</p>
<p>Financial Impact: None</p>
<p>How the Impact of the Waivers Will be Evaluated: The BOD of VCS will make decisions in the best interest of the school and in line with the school budget.</p>
<p>Expected Outcome:</p>

VCS can take advantage of limited time offers and discounts while maintaining fiscal responsibility.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

22-32-110(1)(y) C.R.S. Local Board Powers - Accepting gifts, donations, grants

Rationale:

In order to ensure that Vanguard Classical School is able to operate critical aspects of its model outside of its core programs, the school engages in fund development efforts. Funds are raised from a wide range of foundations, corporations, and individuals. In addition, the school occasionally receives gifts, which can be used to further support the programs. It is the responsibility of Vanguard to engage in responsible fundraising efforts and to receive and execute gifts, donations and/or grants in alignment with the donors' wishes along with local, state and federal laws. In cases of giving in which funds are unrestricted, the School, with the support of the School's Board and Finance Committee, determines the most effective use of the funds.

Replacement Plan:

Vanguard Classical School's Fiscal Policies and Procedures Handbook and Vanguard's board policies and bylaws contain our policies tied to the accepting of gifts, donations and grants.

Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with Aurora Public Schools. Therefore, the waiver is requested through June 30, 2026.

Financial Impact:

None

How the Impact of the Waivers Will be Evaluated:

The impact of this waiver will be measured by the performance of the school and its staff.

Expected Outcome:

As a result of this waiver, the school will be able to carry out its educational programs, administer its affairs in an efficient manner and accomplish its mission.