

March 8, 2017



VEGA
Collegiate Academy
Ambition. Excellence. Opportunity.

**VEGA COLLEGIATE ACADEMY CHARTER
SCHOOL**

STATE WAIVER REQUESTS

Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information

School Name: Vega Collegiate Academy Charter School

School Address: 1345 Macon St. Aurora, CO, 80010

Current Mailing Address: 1209 Pennsylvania Street, 4, Denver, CO, 80203

Prepared by: Kathryn Mullins

Preparer's Phone Number: 303-828-6217

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Charter School Contact: Mark Marshall

Charter School Contact Email Address: mmarshall@urbanlandc.org

As of January 1, 2015, the State Board updated the list of automatically granted waivers and made them truly automatic. In turn, only non-automatic waiver requests are required to be reviewed and approved by the State Board.

Automatic Waiver List as of 7/14/2016	
State Statute Citation	Description
22-32-109(1)(b), C.R.S.	Local board duties concerning competitive bidding
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(y), C.R.S.	Local board powers-Accepting gifts, donations, and grants
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

Rationale for waivers is provided below.

Automatic and Non-Automatic Waivers: Statute Description and Rationale

C.R.S. 22-9-106 Local Board of Education – Duties – Performance Evaluation System

This section requires the adoption of written evaluation systems and outlines requirements for such evaluations systems.

Rationale: The Vega Collegiate Academy Executive director must have the ability to perform the evaluation of all personnel, based on our unique model and professional development system. The Vega Collegiate Academy Board of Directors must also have the ability to perform the evaluation for the Executive Director.

Plan: Vega Collegiate Academy uses its own evaluation system as agreed to in the Charter School Agreement with the Authorizer. Vega Collegiate Academy's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Vega Collegiate Academy's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth. The Evaluation system will meet the intent of the quality standards established in SB 10-191.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer or the Vega Collegiate Academy budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to Vega Collegiate Academy Charter School, as set forth in the Charter School Agreement.

Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its internal professional evaluation system, which is designed to produce increased accountability and to be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

C.R.S. 22-32-109 (I)(f) Boards of Education – Specific Duties – Personnel

This provision requires the Board of Education to employ all personnel and fix their compensation.

Rationale: Vega Collegiate Academy will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Therefore, the school requests that these statutory duties be waived or delegated from the Authorizer to the administration and Board of

Directors of Vega Collegiate Academy. The success of the school will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with the Charter School Agreement and the goals and objectives of the school. All Vega Collegiate Academy staff will be employed on an at-will basis.

Replacement Plan: Vega Collegiate Academy will be responsible for these matters rather than the Authorizer and/or local School Board of Education. Vega Collegiate Academy uses “at will” teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies (Please see Appendix _____).

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer. The school must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement.

C.R.S. 22-32-109(1)(n)(I) Board of Education – Specific Duties – School Calendar

This provision provides requirements for the school calendar.

C.R.S. 22-32-109(1)(n)(II)(B) Board of Education – Specific Duties – District Calendar

This provision is in regard to the adoption of the District Calendar.

C.R.S. 22-32-109(1)(n)(II)(B) Board of Education – Specific Duties – National Holidays

This provision is in regard to adherence to National Holidays.

C.R.S. 21-1-112 Board of Education – School Year – National Holidays

This provision is in regard to start and end dates for school year and National Holidays.

Rationale: The school year at Vega Collegiate Academy will total approximately 180 days per year which exceeds the current requirement in state statute. Vega Collegiate Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and Vega Collegiate Academy will have a calendar that may differ from the rest of the schools within the district.

Replacement Plan: The final calendar and the school’s daily schedule will be designed by Vega Collegiate Academy and will meet or exceed the expectations in the state statute. We will, in all cases possible, align to local calendars to support local families.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer or the Vega Collegiate Academy budget.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. 22-32-109(1)(n)(II)(A) Board of Education – Specific Duties – Teacher Pupil Contact Hours

This provision is in regard to Teacher Pupil Contact Hours.

Rationale: Vega Collegiate Academy will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The local board will not set these policies.

Replacement Plan: Vega Collegiate Academy will prescribe the actual details of teacher-pupil contact hours instead of the Authorizer or local Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: Vega Collegiate Academy requests that the waivers be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer or the Vega Collegiate Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. 22-32-109 (l)(t) Board of Education – Specific Duties – Educational Program

This provision grants the board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale: The Authorizer has granted to the Board of Directors of Vega Collegiate Academy the authority to determine the educational program and textbooks to be used in the school.

Replacement Plan: The Vega Collegiate Academy educational program and curriculum is detailed in this Charter Application.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer or the Vega Collegiate Academy budget.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Vega Collegiate Academy, as per the Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the educational standards of the school.

C.R.S. 22-32-110 (1)(h) Local Board Powers – Terminating Personnel

This provision makes the Board of Education responsible for terminating personnel.

C.R.S. 22-32-110(1)(i) Local Board Powers – Reimbursement

This provision is in regard to reimbursing employees for expenses.

C.R.S. 22-32-110(1)(j) Local Board Powers – Life, Health, or Accident Insurance

This provision is in regard to the procurement of life, health, or accident insurance.

C.R.S. 22-32-110(1)(k) Local Board Powers – In-Service

This provision outlines policies relating to in-service training and official conduct.

C.R.S. 22-32-110(1)(y) Local Board Powers – Accepting Gifts, Donations, and Grants

This provision outlines policies relating to accepting gifts, donations, and grants.

C.R.S. 22-32-110(1)(ee) Local Board Powers – Employment of Non-Certified Personnel

This provision outlines the employment of teachers' aides and other non-certified personnel.

Rationale: Vega Collegiate Academy will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies,

rules and regulations, and terminating its own employees. Therefore, the school requests that these statutory duties be waived or delegated from the Authorizer to the Executive Director and Board of Directors of Vega Collegiate Academy. The success of Vega Collegiate Academy will depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with the Charter School Agreement and the goals and objectives of the school. All Vega Collegiate Academy staff will be employed on an at-will basis.

Replacement Plan: Vega Collegiate Academy will be responsible for these matters rather than the Authorizer. Vega Collegiate Academy uses “at will” teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer or the school. Vega Collegiate Academy must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. 22-32-126 Employment and Authority of Principals

This provision authorizes the Board of Education to employ Principals.

Rationale: Vega Collegiate Academy will be responsible for its own personnel matters, including employing the Executive Director or designated head of school, its own staff, and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Principals/Executive Directors employed at Vega Collegiate Academy will be employed on an at-will basis. Therefore, the school requests that these statutory duties be waived or delegated from the Authorizer to the Board of Directors of Vega Collegiate Academy. The success of this school will depend in large part upon its ability to select and employ its own principal/Executive Director and staff in accordance with the Charter School Agreement and the goals and objectives of the school.

Replacement Plan: The school will be responsible for these matters rather than the Authorizer. The school's principal/Executive Director and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waiver: The school requests that the waivers be for the duration of its contract with the Authorizer. Therefore, the waivers are requested for five academic operating years, through June 30, 2021.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Authorizer. Vega Collegiate Academy must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its principal, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. 22-63-201 Employment Certificate Required

This provision prohibits the board from entering into an employment contract with a person who does not hold a teacher certificate or letter of authorization.

C.R.S. 22-63-402 Services and Disbursements

This provision prohibits disbursement of district monies to a teacher without a valid teacher's certificate, letter of authorization or written authorization.

C.R.S. 22-63-202, C.R.S. Teacher Employment, Contracts in Writing-Duration-Damage provision

This provision prescribes specific elements of the annual term of non-probationary teacher contracts used by districts.

Rationale: Vega Collegiate Academy should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The Executive Director 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. The school will seek to attract Executive Directors 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 Vega Collegiate Academy will be employed on an at-will basis. All employees of Vega Collegiate Academy will meet Federal

Highly Qualified Requirements (i.e.: hold a degree and demonstrated subject-matter competency).

Replacement Plan: The school will, as appropriate, hire certified teachers and principals. However, in some instances, it may be advantageous for the school to be able to hire Highly Qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Vega Collegiate Academy.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer or the Vega Collegiate Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. 22-33-104(4) – School Attendance

This provision outlines compulsory school attendance.

Rationale: Vega Collegiate Academy will be responsible for creating the written policy setting forth the school's attendance requirements. The Authorizer reserves the right to approve the plan once it has been created.

Replacement Plan: Vega Collegiate Academy will be responsible for creating the written attendance policy for the school. The plan will meet or exceed the expectations set forth in state law.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer or the Vega Collegiate Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. 22-63-203 Probationary Teachers – Renewal and Non-Renewal of Employment Contract

This provision provides for contract with probationary teachers and allows for non-renewal and renewal of employment contracts.

C.R.S. 22-63-403 Payment of Salaries

This provision governs the payment of salaries upon termination of the employment of a teacher.

Rationale: Vega Collegiate Academy should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in a regular public schools will be successful at Vega Collegiate Academy. All employees of Vega Collegiate Academy will be employed on an at-will basis.

Replacement Plan: Vega Collegiate Academy has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer or the Vega Collegiate Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. 22-63-206 Teacher Employment, Compensation and Dismissal Act

This provision permits transfer of teachers between schools upon recommendation of the district's chief administrative officer.

Rationale: Vega Collegiate Academy is granted the authority under the Charter School Agreement to select its own teachers. No other school or the Authorizer should not have the authority to transfer its teachers into Vega Collegiate Academy or transfer teachers from Vega Collegiate Academy to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer or the Vega Collegiate Academy budget.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Vega Collegiate Academy, as set forth in the Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

C.R.S. 22-63-301 Transfer Employment, Compensation and Dismissal Act

This provision outlines the grounds for dismissal of non-probationary status or mid-term termination of an annual contract.

C.R.S. 22-63-302 Procedures for Dismissal of Teachers

This provision outlines the process for terminating a non-probationary teacher.

Rationale: The success of Vega Collegiate Academy in accomplishing its mission is dependent primarily upon the talents, skills, and personal commitment of its teachers. The school must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure does not apply to Vega Collegiate Academy as the school is only of limited duration. All employees of Vega Collegiate Academy will be employed on an at-will basis.

Replacement Plan: Continued employment in the school shall be subject to a twice yearly satisfactory performance evaluation (at mid-year and end-of-year), although all employees of Vega Collegiate Academy will be employed on an at-will basis. Teachers who are rated unsuccessful may be terminated by Vega Collegiate Academy.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer or Vega Collegiate Academy. The school must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The Impact of these waivers will be measured by the performance criteria and assessments that apply to the school, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. 22-63-401 Transfer Employment, Compensation and Dismissal Act

This provision authorizes a district board of education to adopt a salary schedule and place teachers on the schedule.

Rationale: Vega Collegiate Academy should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in the school may be different from that of other schools in the Authorizer and compensation must be adjusted accordingly.

Replacement Plan: The school will adopt its own salary schedule. Vega Collegiate Academy will set competitive rates for each level of teachers it employs, utilizing local salary schedules as a guideline. Vega Collegiate Academy's Executive Director will determine the placement of teachers.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer. Vega Collegiate Academy will be able to employ teachers and determine a salary schedule consistent with its budget.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Vega Collegiate Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Vega Collegiate Academy should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. 22-32-109 (1)(b) Boards of Education – Specific Duties – District Administration

This provision grants the board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: Vega Collegiate Academy will be operating independently from other schools and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Directors of Vega Collegiate Academy will adopt policies and the Executive Director of Vega Collegiate Academy will prescribe rules and regulations.

Duration of the Waivers: Vega Collegiate Academy requests that the waiver be for the duration of its contract with the Authorizer. Therefore, the waiver is requested for five academic operation years, through June 30, 2021.

Financial Impact: Vega Collegiate Academy anticipates that the requested waiver will have no financial impact upon the Authorizer. Vega Collegiate Academy will be able to adopt policies and prescribe rules and regulations consistent with its budget.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Vega Collegiate Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Vega Collegiate Academy will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.



Charter School Waiver Request Form

(Updated December 2014)

The following automatic waivers have been granted to all charter schools pursuant to Colorado Revised Statutes § 22-2-107 (1) (c), § 22-2-106 (1) (h) and HB 14-1292. No documentation is required by the state for waivers from the following statutes:

State Statute Citation	Description
22-32-109(1)(b), C.R.S.	Local board duties concerning competitive bidding
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(n)(II)(A), C.R.S.	Determine teacher-pupil contact hours
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(y), C.R.S.	Local board powers-Accepting gifts, donations, and grants
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S.	School Year-National Holidays

For any non-automatic waiver requests, please provide electronic (PDF) versions of the following:

- A signed copy of the charter contract, renewal or extension between the charter school and its authorizer, including a complete list of requested waivers as an appendix.
- Waiver Request Form-complete, typed and signed by both the school and its authorizer
- A Rationale and Replacement Plan (RRP) for each non-automatic waiver being requested. A sample RRP can be found [here](#).

Please be advised that the following waivers are no longer considered automatic:

State Statute Citation	Description
22-9-106, C.R.S.	Local board duties concerning performance evaluations
22-32-109(1)(n)(I), C.R.S.	Local board duties concerning school calendar
22-32-109(1)(n)(II)(B), C.R.S.	Adopt district calendar
22-63-201, C.R.S.	Teacher Employment Act-Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202, C.R.S.	Teacher Employment Act- Contracts in writing, damage provision
22-63-203, C.R.S.	Teacher Employment Act- Requirements for probationary teacher, renewal & nonrenewal
22-63-206, C.R.S.	Teacher Employment Act-Transfer of teachers

Charter School Information:

Charter School Name: Vega Collegiate Academy Charter School

Charter school mailing address:

Street: 1209 Pennsylvania Street, 4
 City: Denver Zip Code: 80203

Charter school contact name: Kate Mullins
 Title: Lead Founder
 Phone: 303 340 0861 EXT: Email address: kmullins@buildingexcellentschools.org

Projected or current enrollment: 960 Grades served: Lowest: 5 Highest: 8
 Term of the charter contract: / / 20 (MM/DD/YY) through June 30, (YYYY)
 Enter the year the charter school originally opened: 2017 (YYYY)

Waiver request prepared for the charter school by: Kate Mullins
 Phone: 303 828 6217 EXT: Email: kmullins@buildingexcellentschools.org

Authorizer Information:

Charter School Institute Name of local school district: Aurora Public Schools

Authorizer’s mailing address:

Street: 1085 Peoria Street
 City: Aurora Zip Code: 80011

Authorizer contact name: Lamont Browne
 Title: Executive Director, Office of Autonomous Schools
 Phone: 303 340 0861 EXT: Email address: LBROWNE@aps.k12.co.us

Please list the non-automatic waiver(s) from statute and rule that are being requested below:

[Large empty light blue rectangular area for listing non-automatic waiver(s)]

Required Signatures

[Empty rectangular box for Authorizer Contact (Print Name)]

Authorizer Contact (Print Name)

[Empty rectangular box for Authorizer Contact Date]

Date

[Empty rectangular box with a red arrow pointing right for Signature-Authorizer Contact]

Signature-Authorizer Contact

[Empty rectangular box for Charter School Contact (Print Name)]

Charter School Contact (Print Name)

[Empty rectangular box for Charter School Contact Date]

Date

[Empty rectangular box with a red arrow pointing right for Signature-Charter School Contact]

Signature-Charter School Contact