

BYLAWS

OF

THE CHILDREN'S KIVA MONTESSORI CHARTER SCHOOL, INC.
(A Nonprofit Corporation)

ARTICLE I

NAME, LOCATION AND FISCAL YEAR

Section 1. Name. The name of the organization shall be the Children's Kiva Montessori School (Kiva Charter).

Section 2. Location. The initial principal office of Kiva Charter shall be at:
1204 East Empire St.
Cortez, CO 81321

Kiva Charter may also have offices at such other places as the Board of Directors (Board) may, from time to time, appoint or as the business of Kiva Charter requires; provided, however, that the registered office be registered with the Secretary of the State of Colorado and the agent so registered be located at the same address, or otherwise as provided by the Board.

Section 3. Fiscal Year. The fiscal year of the school shall coincide with the fiscal year of Montezuma-County Re-1 School District (Charter Authorizer), beginning July 1st and ending June 30th of the following year.

ARTICLE II

PURPOSE, OBJECTIVES AND RESPONSIBILITIES

Section 1. Purpose. Kiva Charter aims to provide a vibrant and engaging learning environment based on the teachings of Dr. Maria Montessori that supports all students' academic excellence and their ability to become empowered, creative, lifelong learners responsible for themselves, their community, and their environment.

Section 2. Objectives. The objectives of the Board are as follows:

A. To ensure that the Mission and Vision Statements and Operating Contract between Kiva Charter and the Charter Authorizer are adhered to in activities and decisions of the Board, staff, students, parents and Kiva Charter advisory committees.

B. To serve as final authority in matters affecting staffing, budget, calendar decisions and Kiva Charter concerns, and to ensure that these are consistent

with and promote the goals of the Mission Statement, Operating Contract and official Kiva Charter policy.

C. To encourage faculty, parents and students to be aware of and responsive to the needs and concerns of Kiva Charter as a whole, and of the unique learning styles, challenges and talents of individual students.

D. To act as the official voice of Kiva Charter with regard to public information, media contacts, and public relations.

E. To adopt policies and procedures that will govern Kiva Charter. These policies and procedures will remain consistent with the school's Mission Statement.

Section 3. Responsibilities. The Board shall adhere to the general duties and responsibilities of nonprofit Boards as outlined in Colorado Revised Statutes, including, but not limited to, Colorado's Sunshine Law and Open Meeting Laws.

ARTICLE III MEMBERSHIP

Kiva Charter shall not have Members. While persons who associate or attend programs of, participate in, contribute to, or benefit from Kiva Charter may be at times referred to as "members," no rights, voting or other, shall inure to such persons as "Members" under the Colorado Revised Nonprofit Corporations Act.

ARTICLE IV BOARD OF DIRECTORS

Section 1. General Powers. The Board shall have conferred upon it all powers set forth in the Colorado Revised Nonprofit Corporation Act, except as those powers may be limited in the Articles of Incorporation or these Bylaws. The Board may assign duties and responsibilities to its individual Directors as it deems necessary from time to time. If necessary, these duties and responsibilities may be reassigned at any time at the discretion of the Board.

Section 2. Number, Tenure and Qualifications.

A. Directors shall be natural persons at least eighteen years of age or older. The number of Directors shall be no less than five (5) and no more than nine (9). The number of Directors must always be an odd number so as to avoid tie votes. The Board shall consist of:

(i) Five (5) to Nine (9) Directors. Directors shall be nominated to the Board by the Nominations Committee (Article VI, Section 6) and appointed by the Board based on a simple majority vote of a quorum of sitting Directors. Directors may be Kiva Charter parents or non-parents from the community - the Board will strive to keep a balance of

membership from both groups. Directors shall serve two year terms; during each even-numbered calendar year, approximately half of the Board Appointed Director positions will be appointed, during each odd-numbered calendar year, the other half of the Board Appointed Director positions will be appointed.

(ii) For purposes of avoiding conflicts of interest or the appearance of impropriety, in no instance shall a Kiva Charter teacher, a Kiva Charter administrator, or other Kiva Charter employee or member of a household of a Kiva Charter employee be seated as a Board member in either the parent or non-parent member capacity.

(iii) The Board will have a majority of members who do not also sit on the Children's Kiva Montessori Children's House Board of Directors.

B. The Kiva Charter Founding Committee will appoint an Initial Board of Directors. The Initial Board will negotiate contracts on Kiva Charter's behalf, will represent Kiva Charter at all public functions, will adopt these bylaws, and will conduct other business as necessary to achieve the execution of the Operating Contract with the Charter Authorizer.

C. Following the execution of the Operating Contract with the Charter Authorizer, the Kiva Charter Initial Board shall become the Governing Board. To the extent that the Governing Board does not comprise a minimum of 5 Directors, the Governing Board shall appoint additional Directors to serve on the Governing Board. The Kiva Charter Governing Board shall serve until the first nomination cycle as detailed in section A which shall take place in the second (2nd) week of May in the year 2014. Until that first nomination cycle is held in the spring of 2014, the rules of Board composition described in Section 2.A(i), (ii), and (iii) are waived, so as to grant the Kiva Charter Initial Board necessary operational flexibility to commence Kiva Charter school activities.

D. The Governing Directors shall serve staggered terms. Three (3) Directors shall each serve an initial three year term. Two (2) to four (4) Directors, depending on the number of the Governing Board of Directors, shall each serve an initial four year terms. Thereafter, all newly elected or appointed Directors shall each serve two year terms. Directors are limited to serving two consecutive terms with the option of extending the number of terms with unanimous approval of the Board of Directors determined by anonymous vote.

E. Nomination Process. Board needs will be assessed by the Board, based upon a board matrix (Appendix C) and the recommendation of the Board Nominations Committee, or at the Board's discretion. The Nominations Committee will solicit potential BOD candidates throughout the year from the BOD, school community, and beyond. Directors will meet with the candidates to identify interest and make initial evaluations for these positions. After successful meetings with at least three Directors of the Nominations Committee (or with other Directors), the Nominations Committee will request BOD applications from potential candidates. The applications will be submitted to the Board each April for election/appointment of candidates in May.

Section 4. Resignations. Any Director may resign at any time by giving written notice to the Board or to the President or to the Secretary of Kiva Charter. Such resignation shall take effect on the date of the receipt of such notice.

Section 5. Deemed Resignations. If a Director has three (3) unexcused absences in a fiscal year, that Director is deemed to have resigned, subject to confirmation by a majority of the Board. The resignation is effective at the time of such vote.

Section 6. Removal by Board of Directors. Any Director may be removed with or without cause at any time by the affirmative vote of the majority of remaining Directors, cast at a special meeting of such Directors called for that purpose, and the vacancy on the Board caused by such removal will be filled by special election or special nomination, dependent upon the classification of the Director, at the direction of the Board.

Section 7. Inactive Status. Any Director may submit a written request to the Board for said Director to be placed upon an inactive status for just cause. Said Director may also request the Board appoint an interim Director to fulfill the obligations of the inactive Director for a period not to exceed 6 months.

Section 8. Vacancies. Subject to Section 6, as it relates to removal of a Director, in the event any vacancy occurs on the Board because of death, resignation, disqualification, or other cause, the Board shall appoint a Director to fill the remainder of that Director's term. The Director so appointed shall hold office until his or her successor is duly qualified by election or appointment.

Section 9. Place of Meetings. The Board may hold its meetings, have one or more offices, and keep books and records of Kiva Charter at such place or places within the State of Colorado, as the Board may, from time to time, determine.

Section 10. Regular Meetings. Regular meetings of the Board shall be held at least 10 times annually, and no less than one time a month during the school year. Board meetings shall be held on the third Monday of each month, unless otherwise posted. The Board may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 11. Special Meetings. Special meetings of the Board may be held whenever called by the President or by two of the Directors, at such time and place, within the Montezuma-Cortez School District, as the person or persons calling the meeting shall designate. Notice of such meeting shall be given personally, emailed, or mailed to each Director, addressed to him or her at his or

her residence or his or her usual place of business at least three (3) days before the day on which the meeting is to be held. If mailed, such notice shall be deemed to be delivered when deposited in the United States Postal Service mail so addressed, with postage thereon prepaid. Every such notice shall be published at least 24 hours in advance of the meeting; the notice will state time, place and purpose of the meeting in accordance with Colorado's open meetings law. A Director may waive notice by signing a waiver of notice.

Section 12. Quorum and Manner of Acting. Except as otherwise provided by statute or by these Bylaws, a majority of the Directors in office at the time of any regular or special meeting of the Board shall constitute a quorum for the transaction of business at such meetings and the act of a majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board. In place of this simple majority, a two-thirds (2/3) majority of the Directors present at a meeting at which a quorum is present shall be required to act for the following three topics: the hiring or termination of the Head of School Finance Director; to increase the number of Directors on the Board above nine (9) and the alteration, amendment or repeal of these bylaws. In the absence of a quorum, a majority of Directors present may, without notice other than announcement at the meeting, adjourn the meeting from time to time until a quorum becomes available. The Directors present at a duly organized meeting of the Board may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum. Directors shall be permitted to participate in meetings via electronic means including, but not limited to, telephone appearance.

Section 13. Executive Session. The Board may enter into executive session as specified in C.R.S. § 24-6-402. Matters discussed in executive session shall remain confidential among those attending.

Section 14. Committees. The Board, by resolution adopted by majority vote of the Directors, may designate and appoint one (1) or more committees of the Board. Such committees may exercise all authority as the resolution shall set forth or shall be granted by statute, and may be abolished by majority vote of the Directors. No such committee shall have the power or authority to elect, appoint or remove any Director; amend, restate, alter or repeal the Articles of Incorporation; amend, restate, alter, or repeal these or any bylaws of Kiva Charter; approve a sale, lease, exchange or other disposition of all or substantially all of the property of Kiva Charter, with or without goodwill, other than in the usual and regular course of business subject to approval by the full Board; or to take any other action prohibited by law. Committee actions are limited by the requirements of state law.

Section 15. Compensation and Expenses. Directors shall receive no compensation for their services as Directors except that reimbursement may be

made for any reasonable expenses incurred on behalf of Kiva Charter by any Director pursuant to and upon authorization of the Board. No part of the net revenue of Kiva Charter shall inure to the benefit of, or be distributable to, its Directors, officers, or any private persons.

Section 16. Powers and Duties. The Board shall have and exercise all such general powers as are usually exercised by the Board and stated in Section 1, above; and particularly to have all of the powers conferred by the Articles of Incorporation, reference to which is hereby made, to elect, appoint or employ Officers, agents and other representatives; to determine their duties and salaries; to require security in such instances as the Board may determine; to determine who shall sign notes, checks, drafts, contracts, deeds, reports and other documents; to delegate the powers of the Board from time to time to an executive committee, or other standing or special committees. Anything in these Bylaws to the contrary notwithstanding, the Board is not empowered to perform any activity on behalf of Kiva Charter not permitted to be carried on by an organization exempt from federal income taxation under 501(c)(3) of the United States Internal Revenue Code.

Section 17. Standard of Conduct for Directors and Officers.

A. Each Director and Officer shall perform their duties as Director or Officer, including, without limitation, their duties as a member of any committee, in good faith, in a manner the Director or Officer reasonably believes to be in the best interest of Kiva Charter, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of their duties, a Director or Officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented to the persons designated in subsection (b) below. However, a Director or Officer shall not be considered to be acting in good faith if the Director or Officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A Director or Officer shall not be liable to Kiva Charter for any action in good faith the Director or Officer takes or omits to take as a Director or Officer if, in connection with such action or omission, the Director or Officer performs their duties in compliance with these Bylaws.

B. The designated persons on whom a Director or Officer are entitled to rely on are: (i) one or more Officers or employees of Kiva Charter with whom the Director or Officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant, or other person as to matters in which the Director or Officer reasonably believes to be within such person's profession or expert competence; (iii) a committee of the Board on which the Director or Officer does not serve if the Director reasonably believes the committee merits confidence.

Section 18. Director Conflict of Interest. Directors shall report any actual, potential or perceived conflict of interest as further defined in the Conflict of Interest policy, as adopted by the Board, in writing to the Board prior to the time set for voting on any such issue or transaction that is the subject of the conflict of interest. It will be expected that any Director reporting any said conflict of interest will abstain from discussions and voting on said matter. Written disclosure will be made a matter of record and attached to the minutes of the meeting.

ARTICLE V OFFICERS

Section 1. Number. The Officers of Kiva Charter shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V.

Section 2. Election, Term of Office and Qualifications. The Officers of Kiva Charter shall be chosen annually by and from the Board of Directors at the first Board meeting following the spring elections and appointments, except that the Initial Board will select Officers at its first meeting. Each Officer, except such Officers as may be appointed in accordance with the provisions of Section 3 of this Article V, shall continue in office until his or her successor is duly elected or appointed and qualified in his or her stead, or until he or she resigns and his or her resignation becomes effective or until he or she is removed in the manner hereinafter provided. The appointment of an Officer shall not, in itself, create a contractual right. The Secretary and Treasurer, and the Assistant Secretary and Assistant Treasurer, if there be such officers, may or may not be Directors, and shall hold their offices at the pleasure of the Board.

Section 3. Subordinate Officers, Committees and Agents. The Board may appoint such other officers, committees and agents as it may deem necessary, including one or more Assistant Treasurers and one or more Assistant Secretaries, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine. The Board may delegate to any Officer or committee the power to appoint, and to prescribe the authority and duties of any such subordinate Officers, committees or agents.

Section 4. Removal. Any Officer or agent may be removed either with or without cause, by the Board at any regular or special meeting thereof, or by any committee or superior Officer upon whom such power of removal may be conferred by the Board. Such removal from office does not affect the contractual rights, if any, of Kiva Charter or of the person removed from office.

Section 5. Resignation. Any Officer may resign at any time by giving written notice to the Board, to the President or to the Secretary of Kiva Charter. Such resignations shall take effect at the date of receipt of such notice. Such resignation does not affect the contractual rights, if any, of Kiva Charter or of the person who resigned.

Section 6. Vacancies. A vacancy in office because of death, resignation, removal, disqualification or any other cause may be filled for the unexpired portion of the term in the manner prescribed in the Bylaws for regular appointments or elections to such office.

Section 7. Powers and Duties. The Officers shall have such powers and duties as usually pertain to their office, except as modified by the Board, and shall also have such powers and duties as may from time to time be conferred upon them by the Board. The officers will be the designated Directors able to sign checks or drafts of Kiva Charter. The general powers and duties of the primary Officers are as follows:

A. President. The President shall act as the Chair of the Board and be the presiding Officer at meetings of the Board unless otherwise specified by resolution of the Board. The President will sign, with the Secretary or any other authorized Officer of Kiva Charter, any deeds, mortgages, bonds, contracts or other instruments authorized to be executed, except where the signing and execution thereof shall be expressly delegated to some other Officer or agent of Kiva Charter, or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time. The President shall appoint all committees. The President shall be the primary Board contact with the Head of School.

B. Vice-President. The Vice-President, if any, shall, in the absence of the President, or in the event of the President's inability to act, conduct all Directors meetings and shall have the authority, in the absence of the President, to sign all minutes of meetings transcribed by the Secretary, bonds, deeds, agreements or other instruments in writing made and entered into by, or on behalf of, Kiva Charter wherein the capital of said school is or may be impaired, encumbered or otherwise affected and to perform such other administrative functions in the absence of the President as may be deemed necessary or beneficial to the affairs of Kiva Charter. The Vice-President shall attend all Directors meetings and shall serve as general advisor to the President.

C. Secretary. The Secretary shall keep the minutes of the Board meetings in the Minute Book of Kiva Charter; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of Kiva Charter and, if required; and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board. In the absence of the Secretary or his or her inability to perform his or

her duties, such duties may be performed by an Assistant Secretary or by a Secretary pro tempore appointed at any meeting by the Chair of the Board.

D. Treasurer. The Treasurer shall have general supervision of the financial affairs of The Children's Kiva, subject to Board concurrence. The Treasurer shall ensure the financial records are complete and accurate, and support the efforts of the Business Manager and Head of School to present the Board with monthly financial statements and a detailed list of all expenditures. The Treasurer shall also perform other duties as from time to time may be assigned by the President or by the Board.

ARTICLE VI SCHOOL ADMINISTRATION

Section 1. Head of School. The Head of School shall serve as the Chief Executive Officer and Chief Administrator for the day-to-day operation of Kiva Charter as well as the school's personnel administrator, and shall perform such other services and duties as shall be assigned by the Board. The Head of School shall have the authority both to offer and to terminate employment, subject to the personnel policies set by the Board. Except as otherwise provided in these Bylaws or by resolution of the Board, the Head of School shall have the authority to act for Kiva Charter in any matter and the action of the Head of School shall be the action of Kiva Charter. The Head of School shall attend all meetings of the Board, except as otherwise directed by the Board, but is not a Director and shall not be entitled to vote. The Head of School shall be hired by the Board, shall account to and serve at the direction of the Board, and may be removed at any time with or without cause, pursuant to a vote of the Board as described in Section 12 of Article IV. The Board shall undertake an annual review of the Head of School, no later than at its first May meeting, for the succeeding school year, provided that failure to conduct such review shall not limit the Board's power to retain or dismiss the Head of School, at its pleasure.

Section 2. Finance Director. The Finance Director shall serve as the Chief Financial Officer and Chief Operations Officer for the Kiva Charter and shall perform such other services and duties as shall be assigned by the Board. Except as otherwise provided in these Bylaws or by resolution of the Board, the Finance Director shall have the authority to act for Kiva Charter in any finance or operations related matter and the action of the Finance Director shall be the action of Kiva Charter. The Finance Director shall attend all meetings of the Board, except as otherwise directed by the Board, but is not a Director and shall not be entitled to vote. The Finance Director shall be hired by the Board, shall account to and serve at the direction of the Board, and may be removed at any time with or without cause, pursuant to a vote of the Board as described in

Section 12 of Article IV. The Board shall undertake an annual review of the Finance Director, no later than at its first May meeting, for the succeeding school year, provided that failure to conduct such review shall not limit the Board's power to retain or dismiss the Finance Director, at its pleasure.

ARTICLE VII STANDING COMMITTEES

Section 1. Committees. The Board may, by resolution adopted by a majority of the Directors in office, establish standing committees. Directors shall serve on at least one standing committee, except for the joint members of both Kiva Charter and Children's House. Joint board members may serve on committees but it not a requirement of their membership. The Board may also establish other committees, as it may from time to time deem necessary. Each committee shall consist of one or more Directors. Non-Directors may also be permitted to sit on committees and vote. Such committees shall have and exercise only the power and authority specifically prescribed and granted by the Board of Directors in the resolutions establishing them. Committees may only make recommendations to the Board of Directors.

Section 2. Standing Committees: The following committees will be standing committees of the Board and will operate on an advisory basis:

- A. The Executive Committee. The Executive Committee shall consist of the officers of the Board. The President shall chair the committee. This committee shall serve as the central planning group for Kiva Charter. It shall also have full authority to act for the Board in managing the affairs of Kiva Charter during the intervals between meetings of the Board, subject to re-affirmation by a majority of the Board at the succeeding meeting.
- B. Nominations and Board Development Committee. The Nominations and Board Development Committee shall implement the nomination process for nominees to Board Appointed Director positions. The Nominations Committee is responsible for setting criteria for Board Appointed Director positions, and identifying and evaluating candidates for the Board Appointed Director positions. The Nominations Committee will present candidates for election to the Board at least once annually. Election of Board Appointed Directors will be by a simple majority of the sitting Board. The Nominations and Board Development Committee will also be responsible for the orientation of new Directors, for meeting the ongoing development and leadership needs of the Board of Directors, and for evaluating the performance of the Board as a whole. The Vice President shall chair the committee.
- C. School Accountability Committee. The School Accountability Committee shall consist of two Kiva Charter Board Directors, the Head of School, a parent representative from the PTO and any other members as deemed necessary and as required in state statute. As required in S.B. 163 , and outlined in school district policies, this committee will: 1) adopt building

- goals and objectives for the improvement of education in the building; 2) adopt a plan to improve education achievement, reduce the gaps in performance of groups within the school, increase the ratings on the state accountability report, and assure the school's accreditation status; 3) make recommendations to the Head of School regarding the prioritization of expenditures of school monies; 4) determine whether decisions affecting the educational process are advancing or impeding student achievement; 5) report to students, parents, and Montezuma-Cortez Board of Education, on the educational performance of the school and providing data for the appraisal of such performance; 6) make recommendations to the Head of School on the expenditure of all school grants; and 7) make recommendations to the Head of School on safety issues related to the school environment.
- D. Hiring and Evaluation Committee.** The Hiring and Evaluation Committee shall be responsible for drafting a job description for the Head of School. This Committee shall consist of two Board Directors and any other members of the public which the Board deems necessary. This Committee shall also be responsible for recruiting and recommending candidates for this position to the Board. Final approval of the job description, and selection and hiring of the final candidate, and any decision to terminate employment, shall be by a simple majority of the full Board. This Committee shall be responsible for a yearly performance report of the Head of School, which will be presented to the Board prior to its annual review of the Head of School. In instances where the Head of School's performance is found to be below expectations, but the Committee is recommending that the Board retain the Head of School, this Committee shall create a remediation plan and will make a recommendation for further action to the Board. This Committee shall also oversee the establishment of an equitable salary schedule.
- E. Budget and Financial Oversight Committee.** The Budget and Financial Oversight Committee shall develop and submit an annual balanced budget to the Board. This Committee will also prepare an annual report, including audited financial statements, to present to the Board. Upon Board approval of the annual budget and the annual report, both documents shall be made available to the public. This Committee shall advise the Board, as necessary, on other financial matters and business operations of the school. This Committee shall also oversee the scholarship award process.
- F. Curriculum Committee.** The Curriculum Committee will ensure that an authentic Montessori, STEAM (Science, Technology, Engineering, Arts and Mathematics), and CBE (Community-Based Education) curriculum is maintained by Kiva Charter, while at the same time maximizing student achievement at the school. This Committee will consist of the Head of School, a credentialed lead Montessori teacher from the school, a credentialed Montessori, STEAM, or CBE representative at-large and any

other members which the Committee deems necessary to its work. In addition to ensuring the authenticity of the Montessori curriculum, the Curriculum Committee will advise the Board on other essential elements of a comprehensive Montessori, STEAM, CBE program. The Curriculum Committee will also be responsible for supporting the HOS's collaborative creation and implementation of faculty and staff professional development plans - ensuring that the school meets its goals for 100% Montessori-trained faculty.

- G. Development and Fundraising Committee. This committee shall work in collaboration with school administration and the school Parent Teacher Organization to support grant, development and fundraising efforts.
- H. The Board may require the reorganization, upon such terms as the Board dictates and otherwise consistently with these bylaws, of any committee.

ARTICLE VIII INDEMNIFICATION

Section 1. Definitions. For purposes of this Article:

A. The terms "Director or Officer" shall include a person who, while serving as a Director or Officer of Kiva Charter, is or was serving at the request of Kiva Charter as a Director, Officer, partner, manager or director. The term "Director or Officer" shall also include the estate or personal representative of a Director or Officer, unless the context otherwise requires.

B. The term "proceeding" shall mean any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

C. The term "party" includes an individual who is, was, or is threatened to be made a named defendant or respondent in a proceeding.

D. The term "liability" shall mean any obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan,) or reasonable expense incurred with respect to a proceeding.

E. When used with respect to a Director, the phrase "official capacity" shall mean the office of a Director in Kiva Charter, and, when used with respect to a person other than a Director, shall mean the office in Kiva Charter held by the Officer or the employment, fiduciary or agency relationship undertaken by the employee or agent on behalf of the corporation, but in neither case shall include service for any foreign or domestic corporation or for any other person, employee benefit plan or other enterprise.

Section 2. General Provisions. Kiva Charter may indemnify any person who is or was a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a Director or Officer of Kiva Charter, against reasonable expenses (including attorneys' fees,) liability, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding if such person (a) acted in good faith, (b) reasonably believed, in the case of conduct in an official capacity with Kiva Charter, that the conduct was in the best interests of Kiva Charter and, in all other cases, that the conduct was at least not opposed to the best interests of Kiva Charter, and (c) with respect to any criminal proceeding, had no reasonable cause to believe the conduct was unlawful. However, no person shall be entitled to indemnification under this Section 2 if either: (a) in connection with a proceeding brought by or in the right of Kiva Charter in which the Director or Officer was adjudged liable to Kiva Charter; or (b) in connection with any other proceeding charging improper personal benefit to the Director or Officer, whether or not involving action in that person's official capacity, in which the Director or Officer is ultimately judged liable on the basis that the Director or Officer improperly received personal benefit. Indemnification under this Section 2 in connection with a proceeding brought by or on behalf of Kiva Charter shall be limited to reasonable expenses incurred in connection with the proceeding. The termination of any action, suit, proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself be determinative that the person did not meet the standard of conduct set forth in this Section 2.

Section 3. Successful Defense of the Merits: Expenses. To the extent that a Director or Officer of Kiva Charter has been wholly successful on the merits in defense of any proceeding to which the Director was a party, such person shall be indemnified against reasonable expenses (including attorneys' fees) actually and reasonably incurred in connection with such proceeding.

Section 4. Determination of Right to Indemnification. Any indemnification under Section 2 of this Article (unless ordered by a court) shall be made by Kiva Charter only as authorized in each specific case upon a determination that indemnification of the Director or Officer is permissible under the circumstances because such person met the applicable standard set forth in Section 2. Such determination shall be made: (a) by the Board of Directors by a majority vote of a quorum of disinterested Directors who at the time of the vote are not, were not, and are threatened to be made parties to the proceeding; or (b) if such a quorum cannot not be obtained, by the vote of a majority of the members of a committee of the Board designated by the Board, which committee shall consist of two or more Directors who are not parties to the proceeding (Directors who are parties to the proceeding may not participate in the designation of Directors to serve on such committee); or (c) if such a quorum of the Board cannot be obtained or such a committee cannot be established, or even if such a quorum is obtained or such

a committee if so designated, but such quorum or committee so directs, then by independent legal counsel selected by the Board in accordance with the preceding procedures. Authorization of indemnification and evaluation as to the reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that, if the determination that indemnification is permissible is made by independent legal counsel, authorization or indemnification and evaluation of the reasonableness of legal expenses shall be made by the body that selected such counsel.

Section 5. Advance Payment of Expenses: Undertaking to Repay. Kiva Charter may pay for or reimburse the reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a proceeding in advance of the final disposition of the proceeding if: (a) the Director or Officer furnishes Kiva Charter a written affirmation of the Director's or Officer's good faith belief that the person has met the standard of conduct set forth in Section 2; (b) the Director or Officer furnishes Kiva Charter with a written undertaking, executed personally or on the Director's or Officer's behalf, to repay the advance if it is determined that the person did not meet the standard of conduct set forth in Section 2, which undertaking shall be an unlimited general obligation of the Director or Officer but which need not be secured and which may be accepted without reference to financial ability to make repayment; and (c) a determination is made by the body authorizing indemnification that the facts then known to such body would not preclude indemnification.

Section 6. Other Employees and Agents. Kiva Charter shall indemnify such other employees and agents of Kiva Charter to the same extent and in the same manner as is provided above in Section 2 with respect to Directors and Officers, by adopting a resolution by a majority of the Board specifically identifying by name or by position the employees or agents entitled to indemnification.

Section 7. Insurance. The Board of Directors may exercise Kiva Charter's power to purchase and maintain insurance (including without limitation insurance for legal expenses and costs incurred in connection with defending any claim, proceeding or lawsuit) on behalf of any person who is or was a Director or Officer, as such terms are defined in Section 1, above, against any liability asserted against the person or incurred by the person in any such capacity or arising out of the person's status as such, whether or not Kiva Charter would have the power to indemnify that person against such liability under the provisions of this Article.

Section 8. Nonexclusivity of Article. The indemnification provided by this Article shall not be deemed exclusive of any other rights and procedures to which one may be entitled under the Articles of Incorporation, any Bylaw, agreement, resolution of disinterested Directors, statute, or otherwise, both as to action in

such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or Officer, and shall inure to the benefit of such person's heirs, executors and administrators.

ARTICLE IX CONTRACTS & FINANCES

Section 1. Contracts and Instruments. The Board, except as in these Bylaws otherwise provided, may authorize any Officer or Officers or agent or agents of Kiva Charter to enter into any contract or execute and deliver any instrument in the name of and on behalf of Kiva Charter. Such authority may be general or confined to specific instances, and unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind Kiva Charter by any contract or engagement or to pledge its credit or to render it liable financially for any purpose or to any amount.

Section 2. Loans. Kiva Charter shall not borrow funds, unless authorized by the Board, and then only as permitted by law. Kiva Charter shall not lend funds to others, but may invest funds as permitted by law. When so authorized, any Officer for Kiva Charter may effect loans and advances at any time for Kiva Charter, and for such loans and advances, may make, execute and deliver promissory notes or other evidences or indebtedness of Kiva Charter; and when authorized as security for the payment of any and all loans, advances, indebtedness and liabilities of Kiva Charter may mortgage, pledge, hypothecate or transfer any real or personal property at any time held by Kiva Charter and to that end execute instruments of mortgage or pledge or otherwise transfer said property. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts and Other Instruments of Payment. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of Kiva Charter shall be signed by such Officer or Officers, agent or agents of Kiva Charter and in such manner as shall from time to time be determined by resolution of the Board of Directors. Before the Board of Directors is determined, the Founding Committee members will be responsible for signing checks, drafts or other orders for the payment of money, notes, or other evidence of indebtedness. Founding Committee responsible for instruments of payment include Dr. Anna Cole, Katya Chorover, and Alexia Hudson.

Section 4. Deposits. All funds of Kiva Charter not otherwise employed shall be deposited from time to time to the credit of Kiva Charter in such banks, trust companies or other depositories, qualified as public depositories under

Colorado law, as the Board may select. All deposits and investments will be in compliance with state law.

Section 5. Gifts. The Board may accept on behalf of Kiva Charter any contribution, gift, bequest or devise for the general purpose of or for any special purpose of Kiva Charter.

Section 6. Investment Managers. The Board of Directors shall have the authority to designate any bank, trust company, brokerage firm or investment advisor to manage the assets and investments of Kiva Charter.

ARTICLE X BOOKS AND RECORDS

Section 1. Corporate Records. Kiva Charter shall keep as permanent record minutes of all meetings of its Board including a record of all actions taken by the Board, and a record of all waivers of notices of meetings of the Board. Kiva Charter shall also maintain the following records: (a) appropriate accounting records; (b) its Articles of Incorporation and Bylaws; (c) a list of the names and business or home addresses of its current Directors and Officers; (d) a copy of its most recent corporate report delivered to the Secretary of State; and (e) all financial statements prepared for periods over the last three years, consistent with applicable laws.

Section 2. Inspection and Copying of Corporate Records for Tax Exempt Organization. Pursuant to Internal Revenue Code §6104, a copy of Kiva Charter's Application for Tax Exemption under §501 of the Internal Revenue Code returns filed with the Internal Revenue Service (i.e. Form 990) must be kept at Kiva Charter's principle office and be available for inspection to the public during regular business hours. Kiva Charter must either allow interested persons to photocopy such documents or photocopy such documents for interested persons. Kiva Charter may charge up to the maximum amount allowed by the Internal Revenue Service and/or the Colorado Open Records Act for such photocopying and postage.

ARTICLE XI MISCELLANEOUS

Section 1. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Colorado Revised Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of Kiva Charter, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Conflicts. In the event of any irreconcilable conflict between these Bylaws and either Kiva Charter's Articles of Incorporation, the Operating Contract, Colorado state law or other applicable laws, the latter shall control.

Section 3. Definitions. Except as otherwise specifically provided for in these Bylaws, all terms used in these Bylaws shall have the same definition as in the Colorado Revised Nonprofit Corporation Act, as amended.

ARTICLE XII
AMENDMENTS

The power to alter, amend or repeal the Articles of Incorporation and these Bylaws or adopt new Bylaws is vested in the Board of Directors, acting by vote of two thirds of all Directors then in office.

I CERTIFY THAT these Bylaws were adopted by Kiva Charter at the meeting of the Board of Directors by the Board of Directors effective

_____.

Nathaniel Seeley
Children's Kiva Montessori School, Board President

Amended 03/21/2016

ARTICLE I NAME, LOCATION AND FISCAL YEAR

Section 1. Name. The name of the organization shall be the "Children's Kiva Montessori School" (Kiva Charter).

ARTICLE VI SCHOOL ADMINISTRATION

Section 1. Executive Director. shall be renamed Head of School.

Section 2. Finance Director. Finance Director shall be hired by the Board of Directors

ARTICLE VII STANDING COMMITTEES

Section 1. Committees. Joint Board Members may sit on committees but it is not a requirement of their membership.