

COLORADO CHARTER SCHOOL INSTITUTE

CHARTER SCHOOL AGREEMENT

Cover Page

School Children's Kiva Montessori Charter School	Contract Type Transfer
Charter Term Start July 1, 2026	Contract Number T-2026-03
Initial Charter Review Period 2029-30	Term Type Four years
Charter Term End Date June 30, 2030	Institute Resolution Number 26-04-02
Original Charter Term Start July 1, 2026	Geographic/Accounting District Montezuma Cortez School District RE-1
Full-Time Grades Served K-8	Homeschool Enrichment Grades Served None
Preschool Program No	Maximum Projected Enrollment 200
School Mission Children's Kiva Montessori School builds a strong foundation for children. We challenge students through integrated curriculum; we work in supportive and engaging environments; we collaborate with one another; we embrace diversity; and, we explore our passions.	
School Vision Children's Kiva Montessori School is a place of vibrant and joyful learning where students are immersed in academic, emotional, and social growth on their way to becoming kind, confident, and engaged members of their communities.	
Exhibits The following Exhibits are included with this Contract: Exhibit A – Milestones Exhibit B – Maximum Projected Enrollment Exhibit C – Requested Waivers Exhibit D – Resolution to Approve the Charter Application Exhibit E – Transportation Addendum Exhibit F – Food Service Addendum Exhibit G – Online Learning Addendum Exhibit H – Educational Management Provider Addendum Exhibit I – Preschool Addendum Exhibit J – Homeschool Enrichment Addendum	
Notices to the Institute: Colorado Charter School Institute 1525 Sherman St, B76, Denver, CO 80203 LegalandPolicy_CSI@csi.state.co.us	Notices to the School: Children's Kiva Montessori Charter School 601 N Mildred Rd Cortez, CO 81321

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT.

CHILDREN'S KIVA MONTESSORI CHARTER SCHOOL By: <u><i>John M. Weaver</i></u> Chairperson, Board of Directors Date: <u>05 / 22 / 2026</u>	COLORADO CHARTER SCHOOL INSTITUTE By: <u><i>Brenda Dickhoner</i></u> Chairperson, Board of Directors Date: <u>05 / 20 / 2026</u>
	LEGAL REVIEW: Philip J. Weiser, Attorney General By: <u><i>Joseph A. Peters</i></u> Assistant Attorney General Date: <u>05 / 20 / 2026</u>

EXHIBIT C: REQUESTED WAIVERS



K-8 Elementary/Middle School Program

601 N. Mildred Rd., Cortez, CO 81321 | 970-564-9377 | kivacharter.org

Rationale and Replacement Plan for Waivers from State Statute and Rules:

Contact Information
School Name: Children's Kiva Montessori Charter School
School Address (mailing): 601 N. Mildred, Cortez, CO 81321
Charter School Waiver Contact Name: Lurleen McCormick
Charter School Waiver Contact Phone Number: 970-564-9377 ext. 3
Charter School Waiver Contact Email: headofschool@kivacharter.org
Charter School Institute Waiver Contact Name: Stephanie Aragon
Charter School Institute Waiver Contact Phone Number: 720-315-6042
Charter School Institute Waiver Contact Email: legalandpolicy_CSI@csi.state.co.us

Automatic Waivers	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)(l)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers

C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

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

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance

Evaluation System

C.R.S. § 22-2-112(1)(q)(l) Commissioner-Duties

Rationale: The school leader of Children's Kiva Montessori Charter School must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a principal or administrator license, this should not preclude him or her from administering the evaluations under the direction of the head of school. The BOD must also have the ability to perform the evaluation for the school leader. Additionally, Kiva should not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(l), but will still report in-field/out-of-field.

Replacement Plan: Children's Kiva Montessori School (CKMS) uses its own evaluation system that meets the intent of the law as outlined in statute. Staff are annually trained in this evaluation system. The methods used for KM's evaluation system include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. The school will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance ratings data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. 22-11-503.5, as this is a non-waivable statute.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon CSI or the school.

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 the school, as set forth in this charter contract.

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

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

C.R.S. § 22-32-109(1)(n)(I) Board of Education-Specific Duties School Calendar C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours
Rationale: Children's Kiva Montessori Charter School (CKMS) will delineate the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the Montezuma-Cortez RE-1 School District. CKMS will always meet at least the minimum required time and days as outlined in state law.
Replacement Plan: The final calendar is designed by school leadership and approved by the CKMS Board of Directors, school administration, or both, will meet minimum time as detailed in state law, and consider the unique needs of the school community. The Board may adopt a policy that specifies how and when a calendar is adopted and how changes are to be made. A copy of the calendar will be distributed to families of CKMS as well as made available on the school's website. In accordance with Charter School Institute ("CSI") policy, the school will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without notification to CSI.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: CKMS anticipates that the requested waiver will have no financial impact upon CSI or the CKMS budget.
How the Impact of the Waivers Will be Evaluated: The impact of this 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 schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-33-105(7)(a)(II) Process for Disciplinary Appeals
Rationale: As a Charter School Institute ("CSI") charter school, the school's governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).
Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, which is consistent with state law; however, as opposed to the Colorado Charter School Institute ("CSI") carrying out the functions of a school district and its board, the governing board of the school will carry out those functions. To ensure that the school is meeting the intent of the law, the school will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. The school will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the school will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).

Duration of Waivers: The waiver	Financial Impact: The school anticipates that the requested Waiver will have no financial impact on the school and no financial impact on CSI.	Duration of Waivers: The waiver
--	---	--

How the Impact of the Waivers Will be Evaluated: The school will be required to record all data involving suspensions and expulsions with access for review by both CSI and the school's governing board. In addition, the school's governing board will develop policies and procedures for suspensions, expulsions, and denial of admission for review and approval by CSI.
Expected Outcome: The outcome will be a fair and supportive process for the school to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.

Non-Automatic Waivers: Statute Description, Rationale and Replacement Plan
C.R.S. § 22-63-201 Employment Certificate Required
Rationale: CKMS must be granted the authority to hire teachers and leaders 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: The school 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. Core instructional staff 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. All school employees will meet applicable fingerprinting and background check requirements. The school will ensure that non-core instructional staff who do not meet one of these requirements will otherwise possess the relevant background or skills to fill the needs of the school. Special Education Teachers will hold the requisite state license and endorsement. The school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: CKMS anticipates that the requested waiver will have no financial impact upon CSI or the CKMS budget.
How the Impact of the Waivers Will be Evaluated: The impact of this 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, CKMS will be able to continue 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.