



AGENDA
Shawnee Public Schools
Board of Education - Administration Building
326 N. Union Ave.
Shawnee, OK 74801
Monday, February 9, 2026
6:00 PM

Regular Session

NOTE: The Shawnee School District Board of Education may discuss, vote to approve, disapprove, table, or decide not to vote or take action on any item on this agenda.

1. Call to Order
 - A. Roll Call
2. Board recognizes Mrs. Jennifer Epperley, Jefferson Elementary Principal, and students for Minute of Silence, Flag Salute, and Recognition.
 - A. Minute of Silence and Invocation
 - B. Flag Salute
3. Opportunity for Public Comment
4. Report of the Superintendent
 - A. Central Office Reports
 - Educational Services Report
 - Special Services Report
 - Counseling and Community Engagement
 - Communications Report
 - Operations Report
 - B. Superintendent's Items, Announcements & Recognition
 - a. Recognitions & Announcements
 - C. Discussion and possible board action to approve SPS Board Policy EP, Indian Policies and Procedures.
 - D. Discussion and possible action on the employment of Stephen L. Smith Corp. as financial consultant to the School District for 25-26 FY.
5. Consent Docket Items: All of the following items will be approved by one vote unless any Board Member desires to have a separate vote on any or all of these items. Possible action by the Board of Education to approve:

- A. Minutes of the January 12, 2026, Regular Board Meeting
 - B. Report of the Chief Financial Officer
 - a. Treasurer's Report
 - a. Encumbrance Registers for 25-26FY
 - BOND FUND 03 REGISTERS 35-39
 - GENERAL FUND 11 ENCUMBRANCES 825-912
 - CO OP FUND 12 ENCUMBRANCES 15-16
 - BUILDING FUND 21 ENCUMBRANCES 166-173
 - BOND FUND 33 ENCUMBRANCES 36-37
 - GIFT FUND 81 ENCUMBRANCES 55-58
 - b. Encumbrance Change Orders for FY26
 - c. School Activity Fund Transfers for the 25-26 FY
 - C. Organizations Requesting Sanctioning for the 25-26 SY
 - a) Shawnee Indian Education Parent Committee Booster Club
 - D. Agreements:
 - a) Brightwell Solar Contract
 - b) OSSBA Unemployment Services Contract
 - c) OSSAA - Grove Elementary and SMS
 - Soccer (Girls)
 - Soccer (Boys)
 - Golf (Girls)
 - Golf (Boys)
 - E. d) OSSAA - Pleasant Grove Public School and SMS (Baseball)
6. Proposed Executive Session to discuss:
 - A. Superintendent's Personnel Report
 - a. Vote to convene or not to convene into Executive Session.
7. Acknowledge to return to Open Session
8. Board President's Statement of Executive Session Minutes.
9. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)
10. New Business: New business means any matter not known about or which could not have been reasonably foreseen prior to the time of posting. 25 O.S. § 311.
11. Board member comments and announcements
12. Adjournment

Any persons with a disability and needing special accommodations to attend the Board of Education Meeting should notify the Superintendent's Office at least 24 hours prior to the scheduled time of the meeting, if possible. The telephone number is 273-0653, extension 3125.

Shawnee Board of Education
 326 North Union (Front & South Doors)
 Shawnee OK. 74801

Posted by Wendy Tucker, Executive Administrative Assistant to the Superintendent/Board Minutes Clerk

Posted this ____ at ____ at front and south glass doors of the Shawnee Board of Education Central Offices, Shawnee Public Schools, 326 N. Union, Shawnee, Oklahoma 74801



SHAWNEE PUBLIC SCHOOLS

326 NORTH UNION AVENUE | SHAWNEE, OKLAHOMA 74801-7099 | (405) 273-0653

ALLYSON CLEVELAND
DIRECTOR OF SPECIAL SERVICES

Student Services Board Report - February 9, 2026

- Child Count sits at 680. As of January 31, Student Services had processed 184 new student files. This number reflects an increase over January 2025 for which our count was 164.
- In response to a formal state complaint filed against SPS in November, Student Services has submitted internal practices and procedures regarding IDEA student removal to SDE. The required re-evaluation has been completed, and an IEP meeting was held last week. A schedule for the 20 hours and 20 minutes of compensatory services was agreed upon and will be delivered during SPS Kids in June. The last remaining piece is to train our administrators.
- To date, Special Services has completed 59 psychological evaluations, and 54 of those students qualified for services.
- Lindsey Phelps (RN at SMS) is leaving us along with Jeseca Townsend (RN at Sequoyah). The remaining five nurses can cover all 8 campuses with some restructuring.



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MICHELLE WALLACE
DIRECTOR OF COUNSELING
AND COMMUNITY ENGAGEMENT

Board Update February 9, 2026

● Community Engagement:

- United Acts of Kindness Campaign - we will participate in the community wide event sponsored by First United Bank. We look forward to spreading kindness through SPS and beyond.
- Excellence in Education Gala (Teacher of the Year) is scheduled for Monday, February 23 at the Grand Casino. We would love to have you attend. **Please RSVP to Michelle Wallace by February 13 if you would like to join us for our celebration.**
- Shawnee Educational Foundation Banquet is planned for Thursday, March 26, 2026 at OBU. This year SPS received 28 grants totaling \$31,101.18. Each site received multiple grants.
- Shawnee High School's Senior Conference will be held on Friday, March 27 from 9:00-1:00 at Immanuel Baptist Church.

● Counseling/Pathways

- Academic Academies & Pathways
 - Moving forward with creating our pathways within our 6 academies:
 - Human Services and Resources
 - Health Sciences
 - Communication and Information Systems
 - Manufacturing and Engineering Systems
 - Business
 - Environmental and Agricultural Systems
 - Preparing for advisement with our middle and high school students within our academies for the 26-27 school year
 - Working on trainings for our testing window (April 13-May 13)



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AMANDA JOHNSON

DIRECTOR OF COMMUNICATIONS

Shawnee Public Schools – Communications Department Board Report BOARD UPDATES | February 9, 2026

Teacher of the Year Banquet Preparations

Preparations are underway for the upcoming Teacher of the Year Banquet. Our department is actively working on video production, presentation slides, printed programs, and overall event storytelling to ensure our educators are celebrated in a meaningful and memorable way.

Pack the PAAC Event Update

Significant planning and communications work went into the Pack the PAAC event. However, due to winter weather and resulting disruptions to family routines, we made the decision to reschedule. While a new date was initially selected, conflicts with other major events required us to pause and reassess. A new date will be announced soon once scheduling challenges are resolved.

Winter Weather Communications

During recent snow days, our team produced several engaging and timely communications pieces, including fun snow day videos such as the Dr. James rapping wolf and a district-wide highlight of snow day photos shared by families. Additionally, Dr. James participated in an interview with KOCO to explain how the district approaches decision-making related to winter weather closures.

Athletics & Student Celebrations

- We celebrated Wrestling Senior Night this week, recognizing our senior athletes and their contributions to the Wolves program.
- Homecoming is scheduled for February 10.
- Basketball Senior Night will be held on February 13, providing another opportunity to honor our student-athletes and celebrate their achievements.

Safe Routes & Walk Audits

The City of Shawnee has launched a *Shawnee Walks* series of walk audits focused on areas surrounding school sites. These audits will help inform data collection for the City's upcoming Capital Improvement Plan.

- The first walk audit was completed in January at Shawnee Middle School. Key observations included limited painted crosswalks, students frequently crossing 45th Street from nearby apartment complexes, and insufficient lighting in some areas.
- These efforts are an important step toward improving safety for students who rely on walking to school.
- The next walk audit is scheduled for February 18 at 1:00 PM, beginning at Will Rogers Elementary, and board members are invited to attend.



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MATT JOHNSON
DIRECTOR OF OPERATIONS

Operations Board Update – Feb 3, 2026

- Nutrition – Nutrition has been working closely with maintenance to service our equipment instead of contracting the work out. So far we are working on an oven, steamer, and 2 ice machines. In the past we would have contracted this work out at a high cost to the district. This is part of our initiative to cross train our maintenance department.
- Transportation – It is “Love the bus” month! Arrival Board bus tracking system is now available to all site admin and secretaries to track buses for their sites.
- Technology – -Football Press box network project complete. E-Rate Walkthroughs for FY27, Technology is looking to replace older network switches across the district.
- Construction – Tennis construction is moving along, but the snow pushed our completion date back a couple of weeks. Stucker is moving along as we reroute water and gas lines prior to pouring the pad. The 3 remodeled elementaries have new classroom signage.



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JACKIE NOBLE
DIRECTOR OF ACADEMIC SERVICES

Academic Services Board Update 2/9/26

- **Additional time added to the school day**

- Beginning **February 17th**, we will add time to seven of our eight sites as listed in the chart below. This adjustment will allow us to make up the missed instructional time due to the inclement weather in January without extending the school year beyond the current calendar. The specific time for each site was determined after consultation with the transportation and child nutrition departments. Certified and Support staff beginning and end of day report times may change slightly but will not increase from their current daily contract time.

	<u>Instructional Day</u>			
Site	Current	Beginning February 16th	Change	Doors Open
Elem	7:45am-2:45pm	7:30am-2:55pm	Added 25 minutes	7:00 am
SECC	7:50am-2:30pm	7:30am-2:35pm	Added 25 minutes	7:15 am
SMS	8:15am-3:25pm	8:15am-3:35pm	Added 10 minutes	7:55 am
SHS	8:40am-3:50pm	8:40am-4:00pm	Added 10 minutes	8:20 am
JTA	No Change			

- **Professional Development**

- A group of 18 teachers spent last Wednesday, Feb. 4th learning from author/educator Marcia Tate at the Moore-Norman Technology Center. Marcia Tate is a well respected expert in the educational field and known for her inspiring advice and proven practices that impact student learning. This particular training focused on 'Brain Engagement'. Our teachers came back sharing very positive feedback, and they began using many of the things they learned the next day. Check out their comments if you have a few minutes! [Feedback from Marcia Tate workshop](#)
- Our 'Leaders Learning' professional learning time for site administrators continues. Last week the group learned some cooperative learning structures that they should look for in their teachers' classrooms. We also had great discussion and reflection over the book they all recently read titled, "The Five Temptations of a CEO". If you see one of our leaders, ask them what they learned from this amazing book and what cooperative learning structures they observe in their classrooms.

INDIAN POLICIES AND PROCEDURES

It is the intent of the District that all Indian children of school age have equal access to all programs, services and activities offered within the District. To this end, District will consult with local tribal officials and parents of Indian children in the planning and development of Indian Policies and Procedures (IPPs), general education programs, and activities. These policies and procedures will be reviewed annually and revisions will be made within 90 days of the determination that requirements are not being adequately met.

Attestation

District attests that it has established Indian Policies and Procedures (IPPs) as required in section 7004 of the Impact Aid law for any children claimed who reside on eligible Indian lands. The IPPs have been adequately disseminated to the tribes and parents of children residing on eligible Indian lands. A copy of the current policies and procedures was attached to the Impact Aid application.

District attests that it has provided a copy of written responses to comments, concerns and recommendations received from tribal leaders and parents of Indian children through the Indian policies and procedures consultation process and disseminated these responses to tribal leaders and parents of Indian children prior to the submission of their Impact Aid application.

Tribe's preferred method(s) of communication: email, posting at tribal offices, and online at (<http://www.shawnee.k12.ok.us>)

Indian Policies and Procedures

The following Indian policies and procedures become effective upon school board approval.

Policy 1. The LEA will disseminate relevant applications, evaluations, program plans and information related to the LEA's education program and activities with sufficient advance notice to allow tribes and parents of Indian children the opportunity to review and make recommendations. [34 CFR 222.94(a)(1)]

1. The District Administrator/designee will, as soon as reasonably possible after such information becomes available, but not later than one week in advance of any meeting, post the following documents on the District website (<http://www.shawnee.k12.ok.us>) and by the tribe's preferred method of communication.

Indian parents and Tribal officials to review:

- 1.1 Impact Aid application;
 - 1.2 Evaluation of all educational programs; and
 - 1.3 Plans for education programs the District intends to initiate or eliminate.
2. In addition, information regarding these materials will be included in District's monthly news email, if appropriate.
 3. Parents of Indian children, tribal officials and the public will be given notice of any and all meetings related to equal participation or the content of the educational program. The location, date and time of any meeting described above shall be posted in the same manner as a legally posted Board meeting.

Policy 2. District will provide an opportunity for the Absentee Shawnee Tribe of Oklahoma, Kickapoo Tribe of Oklahoma, Citizen Potawatomi Nation, Sac & Fox Nation and parents of Indian children to provide their views on the District's educational program and activities, including recommendations on the needs of their children and on how the District may help those children realize the benefits of the educational programs and activities.

[34 CFR 222.94(a)(2)]

As part of this requirement, the District will:

- i. Notify tribes and the parents of Indian children of the opportunity to submit comments and recommendations, considering the tribe's preference for method of communication, and
 - ii. Modify the method of and time for soliciting Indian views, if necessary, to ensure the maximum participation of tribes and parents of Indian children.
1. The Indian Education Parent Committee of the District will meet not less than 4 times a school year for the purpose of addressing comments and concerns of parents of Indian children regarding the District's educational programs and activities. The meeting agendas are posted and all meetings are open to the public allowing for tribal officials as well as parents of Indian children the opportunity to submit comments and recommendations for consideration.
 2. A school board representative will be a non-voting participant of the Indian Education Parent Committee for not less than 4 meetings per school year. This representation allows for the discussion of the needs of the students and ideas to be brought forward to both the Indian Education Parent Committee as well as the Board.
 3. At each of the monthly school board meetings, a section of time is set aside for communications from the public. This is a time to offer comments and suggestions regarding programming for Indian students and any other district concerns. In addition, a public engagement process at the District's Impact Aid Public Hearing where family members and tribal leaders are provided the opportunity to provide feedback of which is scheduled for November of each year by the Indian Education Parent Committee. Based upon suggestions, preferred methods of communication as well as ways to maximize participation from tribal officials and parents of Indian children will be seriously considered.

4. The District and the Indian Education Parent Committee representatives will schedule an annual meeting with the Absentee Shawnee Tribe of Oklahoma, Kickapoo Tribe of Oklahoma, Citizen Potawatomi Nation, Sac & Fox Nation to discuss ongoing programming goals.

Policy 3. District will annually assess the extent to which Indian children participate on an equal basis with non-Indian children in the District's education program and activities. As part of this requirement the LEA will: (1) share relevant information related to Indian children's participation in the LEA's education program and activities with tribes and parents of Indian children; and (2) allow tribes and parents of Indian children the opportunity and time to review and comment on whether Indian children participate on an equal basis with non-Indian children. [34 CFR 222.94(a)(3)]

1. District will take the following measures to annually assess the extent to which Indian children participate on an equal basis with non-Indian children in the District's education program and activities.
 - 1.1. District will monitor Indian student participation in all academic participation in all academic and co-curricular activities.
 - 1.2. District Officials will review school data to assess the extent of Indian children's participation in the District's educational programs on an equal basis.
 - 1.3. District will share its assessment of District funding, Indian student participation, related academic achievements and other related data will be shared with the parents of Indian children and tribal officials by the tribe's preferred method of communication one week in advance of the annual public engagement process meeting scheduled in November of each year.
 - 1.4. Parents of Indian children, tribal officials and other interested parties may express their views on participation through direct communication with the school district, at any school board meeting or to Indian Education Parent Committee meetings.
 - 1.5. Copies of annual reports will be provided to tribal officials.
 - 1.6. District shall annually calculate from its records the ratio of Indian children compared to non-Indian children participating in all academic and co-curricular programs. Parents of Indian children, tribes and other interested parties may express their views on participation at the annual school board meeting on Impact Aid.

1.7. If it is determined that there are gaps in Indian participation in the educational program or activities, the School Board in consultation with the tribes and the parents of Indian children, will modify its education program in such a way as to improve Indian participation.

Policy 4. District will modify the IPPs if necessary, based upon the results of any assessment or input described in this document. [34 CFR 222.94(a)(4)]

1. The Indian Education Parent Committee shall at least annually review during the November Impact Aid Public Hearing and if necessary revise the components of the Indian Policies and Procedures to ensure that they meet federal regulatory and statutory requirements. If necessary, the Indian Education Parent Committee may suggest revisions at other times of the year as appropriate. Any updates will be by the tribe's preferred method of communication within one week of adoption by the Board.
2. Any changes by the Board will become effective immediately upon formal adoption.

Policy 5. District will respond at least annually in writing to comments and recommendations made by tribes or parents of Indian children, and disseminate the responses to the tribe and parents of Indian children prior to the submission of the IPPs by the LEA. [34 CFR 222.94(a)(5)]

1. District will annually keep track of and assemble all comments and suggestions received through the consultation processes by keeping minutes at the school board meeting to discuss Impact Aid.
2. District will at least annually respond in writing to comments and recommendations made by Indian Education Parent Committee, tribal officials, or parents of Indian children, and disseminate the responses to all parties via the tribe's preferred method of communication prior to the submission of the IPPs by the District.

Policy 6. District will provide a copy of the IPPs annually to the affected tribe or tribes. [34 CFR 222.94(a)(6)]

District will annually provide a copy of the current Indian Policies and Procedures to the Absentee Shawnee Tribe of Oklahoma, Kickapoo Tribe of Oklahoma, Citizen Potawatomi Nation, Sac & Fox Nation by the tribe's preferred method of communication by November of each year.

Adopted: July 23, 2018

Reviewed: December 5, 2022; January 8, 2024, January 6, 2025

STEPHEN L. SMITH CORP.

Registered Investment Advisor

_____, 2026

Shawnee Board of Education
Independent School District No. 93
Pottawatomie County, Oklahoma

Members:

1. **Scope of Services.** In connection with your proposed issuance of General Obligation Bonds (the "Issue" or the "Bonds") for the purpose of financing improvements and/or additions to the facilities of your School District, we hereby agree to perform the following Financial Advisory services:

A. We shall prepare a Financial Analysis of the School District which shall include a survey of the financial resources of the School District and contain a determination of the borrowing capacity of the School District. This shall encompass an analysis of the existing debt and tax structure of all levels of government involved and compare this analysis to the projected debt and tax structure of all levels of government involved. On the basis of the information thus developed, we shall devise a financing program to fund the proposed improvements which shall be complete as to the proposed maturities, the estimated interest rate and cost on the proposed bonds, the resulting overall amount of projected annual debt service and tax requirements, and the relationship of these items to existing corresponding projected items of the School District and other related levels of government.

B. In instances where publicly available information material is desired, we shall assist the School District in the preparation and furnishing of informational material in the form of news media articles, brochures, and any other such material desired by the School District for the purpose of outlining the various phases of the program in order that the general public will be well versed on all aspects of the project, including the needs of the School District, the proposed program of improvements, and the cost of providing such improvements. If desired, we shall also attend public meetings to explain the financing program to interested individuals.

C. We shall assist in the creation, gathering, organization and presentation of all services and legal documents (in conjunction with legal counsel), including notices and agendas, resolutions, proclamations, and election board canvasses, necessary for the proper calling and holding of the election and sale of the Issue.

D. Upon approval of the Issue by the voters of the School District, we shall undertake the following tasks:

i. We shall advise the Board of Education of current bond market conditions, forthcoming bond issues, and other general information and economic data that might normally be

expected to influence interest rates or bidding conditions so that the date for the sale of the bonds may be set at a time which, in our opinion, would be favorable to the School District.

ii. We shall advise the Board of Education respecting the Official Notice of Sale that establishes the specifications for bidding; i.e. bond maturity and interest payment arrangement, interest rate limitations, and other pertinent details.

iii. We shall advise the client respecting a Preliminary or Final Official Statement (the "OS") that describes the Issue, including material information as to the security of the Issue, the School District, the community and other pertinent details. You shall provide us with true, accurate and complete information for use in and the preparation of the OS.

iv. We shall advise the client respecting a uniform bid form to prevent deviation by any bidders when such deviation would be costly to the issuing body.

v. If it is advantageous to do so, we shall assemble for presentation to national and state rating agencies, the financial and economic data necessary to attempt to obtain a rating on the bonds.

vi. We shall have a representative of our firm present at the sale of the bonds to aid the Board of Education in the tabulation and comparison of bids. We shall advise the Board of Education as to the bond market conditions at the time of sale and the advisability of accepting or rejecting the bids submitted.

vii. Assuming that a favorable interest rate is received and accepted by the Board of Education, we shall then proceed to take all steps necessary to expedite the preparation of the final Transcript of Proceedings, to receive approval of the Transcript of Proceedings by the Attorney General of the State of Oklahoma, and to achieve delivery of the Bonds to the purchaser.

viii. We shall supervise the printing and delivery of the actual bond certificates to the commercial bank acting as Registrar of the bond issue for the purposes of registration.

ix. We shall supervise and co-ordinate final delivery of the bond certificates to the purchaser and delivery of the bond proceeds to the School District by the most expeditious means available, whether by wire transfer, direct deposit or mail.

2. **Limitations on Scope of Services.** The services provided hereunder are limited solely to those described herein and do not include tax, legal, accounting or engineering services.

3. **Regulatory Duties When Servicing Client.** MSRB Rule G-42 requires that we make a reasonable inquiry as to the facts that are relevant to the client's determination whether to proceed with a course of action or that form the basis for and advice provided to the client. The rule also requires that we undertake a reasonable investigation to determine that we are not basing any recommendation on materially inaccurate or incomplete information. We are also required under the rule to use reasonable diligence to know the essential facts about the client and the authority of each person acting on the client's behalf.

Accordingly, you agree to cooperate, and to cause your agents to cooperate, with us in carrying out these regulatory duties, including providing to us accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, you agree that, to the extent you seek to have us provide advice with regard to any recommendation made by a third party, you will provide to us written directions as well as any information you have received from such third party relating to its recommendation.

4. **Term of this Engagement.** The term of this engagement begins on the Effective Date, which shall be the date you sign this Agreement, and ends, unless earlier terminated as provided below, at the close of business on the settlement date for the Issue. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. The hold harmless provisions in section 6 continue in force after the termination.

5. **Compensation.**

A. Fees. For the above services, you agree to pay us for an Issue a fee of:

1.00% of all bonds issued;

With a maximum fee of \$30,000.00.

In the event the Bonds are sold in more than one series, the above fee schedule shall apply to each separate series of bonds. [cumulative]

If the School District is located in multiple counties, there is a \$100.00 charge for each additional county.

B. Expenses. In addition to the above mentioned fee, you agree to reimburse us for the following expenses:

i. All expenses associated with the conduct of the bond election not borne directly by the School District.

ii. All expenses associated with the production, distribution and dissemination of informational materials relating to the bond issue.

iii. All expenses associated with the production, printing and distribution of the OS.

iv. All expenses associated with the printing and delivery of actual bond certificates to the purchaser.

C. Certain expenses will be billed directly to you including the expenses of the County Election Board associated with the printing of ballots and the conduct of the election.

D. The above specified fee and reimbursable expenses shall be billed upon approval of the Issue by the Attorney General of the State of Oklahoma, and shall be payable upon delivery of the Bonds to the specified purchaser, and receipt of bond proceeds by the School District. In the event the bond election fails, the School District shall not be obligated to us for our services rendered to that time, but shall be obligated to reimburse us for direct, out of pocket expenses incurred by us on behalf of the School District with respect to the calling, holding and conduct of the bond election. Furthermore, if the election is held and fails, and the Board of Education calls another election within one year from that date, this Agreement shall remain in full force and effect for the fiscal year 2025-2026.

6. **Hold Harmless.** Financial Adviser and any of its associated persons shall not be subject to liability for any act or omission in the course of, or connected with, Financial Adviser's performance of this Agreement in the absence of willful misfeasance, bad faith or gross negligence or reckless disregard by Financial Adviser of its obligations under this Agreement. In the event of a dispute under this Agreement, Financial Adviser shall not be liable for special or consequential damages. No recourse shall be had against the Financial Adviser for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Issue or otherwise relating to the tax treatment of any issue, or in connection with any opinion or certificate rendered by counsel or any other party.

7. **Required Disclosures.** MSRB Rule G-42 requires that the Financial Adviser, as a Municipal Advisor under the Federal Securities Laws, provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in the Disclosure Statement delivered to Client together with this Agreement.

8. **Assignment.** This Agreement shall not be assigned (as the term is defined in the Investment Adviser's Act of 1940) by either party without the consent of the non-assigning party which consent shall not be unreasonably withheld. For purposes of determining Client consent in the event of an assignment, Financial Adviser shall send written notice of the assignment. If Client does not object in writing within thirty (30) days of sending of such notice, Client shall be deemed to have consented to the assignment.

9. **Dispute Resolution.** Any dispute between the parties to this agreement regarding the terms of this agreement, the financing, the performance of a party under this agreement or in any way related to or arising from this agreement or the relationship created by this agreement shall be resolved by arbitration under the rules of the American Arbitration Association ("AAA"). Any dispute concerning the question of whether a dispute is subject to arbitration shall be resolved by arbitration. The arbitration shall be conducted by a single arbitrator selected from the AAA panel of arbitrators and shall be held in Tulsa County, Oklahoma. The decision by the arbitrator may be

confirmed by any court in Oklahoma with jurisdiction over the parties. The parties shall bear their own expenses and fees in connection with any arbitration.

10. **Form ADV.** The School District hereby acknowledges receipt of the Financial Advisor's Form ADV, Part 2A & 2B as required under State and Federal laws.

11. **Applicable Law; Severability.** This Agreement shall be construed and given effect in accordance with the laws of OKLAHOMA. If any provision in this Agreement is invalid or unenforceable by appropriate authority under the laws of any jurisdiction applicable to this Agreement, this Agreement shall continue in full force and effect as if such provision were omitted, unless such omission would substantially impair the rights or benefits of either party, and, to that extent, the provision of this Agreement shall be deemed to be severable.

13. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the right herein granted and obligations is herein assumed. this Agreement may not be amended, supplemented or modified except by the by means of a written instrument executed by both parties.

14. **No Third Party Beneficiaries.** This agreement is made solely for benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigned, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

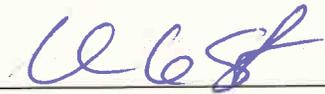
15. **Authority.** Each of the parties represent and warrant that they have the respective power and authority to enter into this Agreement on behalf of the parties hereto by action of the Board of Education on the _____ day of _____, 2026.

16. **Counterparts.** This Agreement may be executed in multiple counterparts each of which will constitute a complete agreement.

Respectfully submitted,

STEPHEN L. SMITH CORPORATION

By: _____


Jordan G. Smith

ACCEPTED AND AGREED _____ day of _____, 2026.

President, Board of Education ✓

(SEAL) ✓

Clerk, Board of Education ✓

**DISCLOSURE STATEMENT
OF
MUNICIPAL ADVISOR**

This Disclosure Statement is provided by **Stephen L. Smith Corporation** (referred to herein as "Municipal Advisor" and, at times, "Financial Advisor") to **Shawnee Public Schools** (the "Client") in connection with the Engagement Letter dated _____, 2026 (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that Municipal Advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the Municipal Advisor, Municipal Advisors are required to provide a written statement to that effect.

General Mitigations – As general mitigations of Municipal Advisor's conflicts, with respect to compensation-based conflict disclosed below, Municipal Advisor mitigates such conflict through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests. Municipal Advisor's municipal advisory supervisory structure, supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Material Conflicts of Interest: Compensation-Based Conflict

The fees due under this Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that Municipal Advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the Municipal Advisor or the integrity of the Municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: June 5, 2018

Stephen L. Smith Corp.

Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of Stephen L. Smith Corp.. If you have any questions about the contents of this brochure, please contact us at (918) 296-9980 or by email at: jordan@stephenlsmith.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Stephen L. Smith Corp. is also available on the SEC's website at www.adviserinfo.sec.gov. Stephen L. Smith Corp.'s CRD number is: 116459

531 East "A" Street, Suite 301
Jenks, Oklahoma, 74037
(918) 296-9980
jordan@stephenlsmith.com

Registration does not imply a certain level of skill or training.

Version Date: 03/24/2025

Item 2: Material Changes

There are no material changes in this brochure from the last annual updating amendment of Stephen L. Smith Corp. on 03/05/2024. Material changes relate to Stephen L. Smith Corp. policies, practices or conflicts of interests only.

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Item 4: Advisory Business

A. Description of the Advisory Firm

Stephen L. Smith Corp. is a Corporation organized in the state of Oklahoma. The firm was formed in June of 1989. As of August, 2010, the principal owners are Jordan G. Smith and Andrew B. Davis.

B. Types of Advisory Services

Stephen L. Smith Corp. (hereinafter "SLSC") offers the following services to advisory clients:

Financial Consulting Services

SLSC provides financial consulting services based on a percentage of debt issued. The financial consulting services include designing and structuring the repayment schedules for public debt obligations, managing paperwork, timing and funding. SLSC provides services to the following types of clients; to political subdivisions of the state of Oklahoma; to public trusts whose beneficiaries are political subdivisions of the state of Oklahoma; and to public trusts whose beneficiaries are political subdivisions of the state of Oklahoma with respect to the issuance of debt instruments by such entities.

SLSC provides the following services to assist their clients in achieving cost effective methods of financing that fit with the client's overall goals and resources:

- Financial review and analysis of existing resources, obligations and limitations including the proposed financing
- Assist the Issuer in communicating the various details and information relating to the proposed financing, to the Issuer's respective board, patrons and staff.
- Assist in the creation, gathering and presentation of all documentation and financial information relating to the proposed financing.
- Assist the Issuer in finding prospective funding sources including the dissemination of all appropriate paperwork, Official Statements and bid forms.
- Advise the Issuer of either accepting or rejecting any funding proposals received including information relating to current market conditions, estimated projections.

Services Limited to Specific Types of Investments

SLSC limits its consulting services to government securities and public trust.

C. Client Tailored Services and Client Imposed Restrictions

SLSC offers the same suite of services to all of its clients. Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent SLSC from properly servicing the client account, or if the restrictions would require SLSC to deviate from its standard suite of services, SLSC reserves the right to end the relationship.

D. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and any other administrative fees. SLSC does not participate in any wrap fee programs.

E. Amounts Under Management

SLSC does not manage assets under management as of December 2024.

Item 5: Fees and Compensation

A. Fee Schedule

Financial Consulting Services Fees

Total Debt Issues	Annual Fee
First \$100,000	1.75%
Second \$100,000	1.50%
Third \$100,000	1.25%
Above \$300,000	1.00%
Minimum fee of \$7,500	

These fees are negotiable depending upon the needs and complexity of the situation. Fees are collected arrears for the services. Because fees are charged in arrears, no refund policy is necessary. Clients may terminate their accounts without penalty within 5 business days of signing the contract with SLSC.

B. Payment of Fees

Payment of Financial Consulting Fees

Consulting fees are paid only upon the clients' receipt of funding. Fees are paid via check, wire transfer or ACH in arrears. Because fees are charged in arrears, no refund is necessary.

C. Clients Are Responsible For Third Party Fees

Clients are responsible for the payment of all third party fees (i.e. registrar and paying agent fees, election cost, printing and dissemination of the Prospectus, legal opinions of the Attorney General and/or Bond Counsel, etc.). Those fees are separate and distinct from the fees and expenses charged by SLSC.

D. Prepayment of Fees

SLSC collects its fees in arrears only upon the clients' receipt of funding. It does not collect fees in advance.

E. Outside Compensation For the Sale of Securities to Clients

Neither SLSC nor its supervised persons accept any outside compensation for the sale of securities or other investment products.

Item 6: Performance-Based Fees and Side-By-Side Management

SLSC does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

SLSC provides consulting services to the following types of clients:

- ❖ State or Municipal Government Entities and Public Trust

Minimum Account Size

There is no account minimum.

Item 8: Methods of Analysis, Investment Strategies, and Risk of Investment Loss

A. Methods of Analysis and Investment Strategies

Methods of Analysis

SLSC and/or its supervised person do not provide investment advice or direction regarding client investments. Our methods of analysis include using state and local public records including records from Treasurers, Assessors, Issuer's audits and budgets. SLSC will use information relating to other municipal projects as well.

Investment Strategies

SLSC uses long term and short term strategies to accomplish client projects.

B. Material Risks Involved

Methods of Analysis

SLSC and/or its supervised person do not provide investment advice or direction regarding client investments. Therefore SLSC does not have any information to provide regarding this item.

Investment Strategies

SLSC and/or its supervised person do not provide investment advice or direction regarding client investments. Therefore SLSC does not have any information to provide regarding this item.

C. Risks of Specific Securities Utilized

SLSC and/or its supervised person do not provide investment advice or direction regarding client investments. Therefore SLSC does not have any information to provide regarding this item.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither SLSC nor its representatives are registered as or have pending applications to become a broker/dealer or as representatives of a broker/dealer.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither SLSC nor its representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

SLSC is a registered municipal advisor. Standard Capital Finance, LLC ("SCF") is under common ownership with SLSC. SCF provides lease processing services and management of commercial rental properties owned by SCF. Work relating to SCF accounts for less than 5% of time spent during business hours. Under no circumstances are clients charged a fee by both SLSC and SCF for the same transaction.

D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

SLSC does not utilize nor select other advisers or third party managers. All client accounts are managed by SLSC management.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

A. Code of Ethics

SLSC has a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. Our Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

SLSC does not recommend that clients buy or sell any security in which a related person to SLSC or SLSC has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

Neither SLSC nor its representatives are allowed to purchase securities issued by its clients

D. Trading Securities At/Around the Same Time as Clients' Securities

Neither SLSC nor its representatives are allowed to trade securities issued by its clients.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

SLSC does not provide investment supervisory services to clients and consequently does not recommend custodian or broker/dealers to clients.

1. Research and Other Soft-Dollar Benefits

SLSC receives no research, product, or services in connection with client securities transactions ("soft dollar benefits").

2. Brokerage for Client Referrals

SLSC receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. Clients Directing Which Broker/Dealer/Custodian to Use

SLSC allows clients to direct brokerage. SLSC may be unable to achieve most favorable execution of client transactions if clients choose to direct brokerage.

B. Aggregating (Block) Trading for Multiple Client Accounts

SLSC has no information regarding Aggregate (Block) Trading. SLSC does not conduct trades or provide advice or direction regarding client investments

Item 13: Reviews of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

Client accounts are reviewed at least annually by Jordan G. Smith and/or Andrew B. Davis. All accounts at SLSC are assigned to these reviewers.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

C. Content and Frequency of Regular Reports Provided to Clients

Each client will receive at least annually from the Registrar/Paying Agent, a written report that details the client's account including assets held and asset value which will come from the Registrar/Paying Agent.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

SLSC does not receive any economic benefit, directly or indirectly from any third party for advice rendered to SLSC clients.

B. Compensation to Non - Advisory Personnel for Client Referrals

SLSC does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

SLSC does not take custody of client accounts at any time. Therefore SLSC does not have any information to provide regarding this item.

Item 16: Investment Discretion

SLSC does not have discretion over client accounts at any time.

Item 17: Voting Client Securities (Proxy Voting)

SLSC will not ask for, nor accept voting authority for client securities.

Item 18: Financial Information

A. Balance Sheet

SLSC does not require nor solicit prepayment of more than \$500 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither SLSC nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

SLSC has not been the subject of a bankruptcy petition in the last ten years.

Item 19: Requirements For State Registered Advisers

A. Principal Executive Officers and Management Persons; Their Formal Education and Business Background

SLSC currently has only two management persons/executive officers; Jordan G. Smith and Andrew B. Davis. Their education and business background can be found on the Supplemental ADV Part 2B forms.

B. Other Businesses in Which This Advisory Firm or its Personnel are Engaged and Time Spent on Those (If Any)

Jordan G. Smith and Andrew B. Davis's other business activities can be found on the Supplemental ADV Part 2B form.

C. How Performance-based Fees are Calculated and Degree of Risk to Clients

SLSC does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

D. Material Disciplinary Disclosures for Management Persons of this Firm

No management person at SLSC or SLSC has been involved in an arbitration claim or been found liable in a civil, self-regulatory organization, or administrative proceeding that is material to the client's evaluation of the firm or its management.

E. Material Relationships That Management Persons Have With Issuers of Securities (If Any)

SLSC and/or its supervised persons represent the Issuer of Securities. SLSC and/or its supervised persons do not provide investment advice or direction regarding client investments.

This brochure supplement provides information about Andrew Brian Davis that supplements the Stephen L. Smith Corp. brochure. You should have received a copy of that brochure. Please contact Andrew Brian Davis, Managing Member if you did not receive Stephen L. Smith Corp.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Andrew Brian Davis is also available on the SEC's website at www.adviserinfo.sec.gov.

Stephen L. Smith Corp.

Form ADV Part 2B – Individual Disclosure Brochure

for

Andrew Brian Davis

Personal CRD Number: 4634378

Investment Adviser Representative

Stephen L. Smith Corp.
531 East "A" Street, Suite 301
Jenks, Oklahoma, 74037
(918) 296-9980
andy@stephenlsmith.com

UPDATED: 02/27/2019

Item 2: Educational Background and Business Experience

Name: Andrew Brian Davis **Born:** 1980

Education Background and Professional Designations:

Education:

BS Mathematics, Oklahoma Wesleyan University - 2002

Business Background:

2010 - Present	Managing Member Stephen L. Smith Corp.
2008 - 2010	Vice President Stephen L. Smith Corp.
2002 - 2008	Assistant Vice President Stephen L. Smith Corp.

Item 3: Disciplinary Information

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of this advisory business.

Item 4: Other Business Activities

Andrew Brian Davis is a managing member of Standard Capital Finance, LLC ("SCF"). SCF provides lease processing services and management of commercial rental properties owned by SCF.

Item 5: Additional Compensation

Other than salary, annual bonuses, or regular bonuses, Andrew Brian Davis does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through Stephen L. Smith Corp.

Item 6: Supervision

As Managing Member of Stephen L. Smith Corp., Andrew Brian Davis works closely with Jordan G. Smith, who supervises all duties and activities of the firm. Jordan Smith's phone number is (918) 296-9980.

Item 7: Requirements For State Registered Advisers

This disclosure is required by Oklahoma securities authorities and is provided for your use in evaluating this investment advisor representative's suitability.

- A. Andrew Brian Davis has NOT been involved in any of the events listed below.
1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
 - a) an investment or an investment-related business or activity;
 - b) fraud, false statement(s), or omissions;
 - c) theft, embezzlement, or other wrongful taking of property;
 - d) bribery, forgery, counterfeiting, or extortion; or
 - e) dishonest, unfair, or unethical practices.
 2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a) an investment or an investment-related business or activity;
 - b) fraud, false statement(s), or omissions;
 - c) theft, embezzlement, or other wrongful taking of property;
 - d) bribery, forgery, counterfeiting, or extortion; or
 - e) dishonest, unfair, or unethical practices.
- B. Andrew Brian Davis has NOT been the subject of a bankruptcy petition in the past ten years.

This brochure supplement provides information about Jordan G. Smith that supplements the Stephen L. Smith Corp. brochure. You should have received a copy of that brochure. Please contact Jordan G. Smith, Managing Member/CCO if you did not receive Stephen L. Smith Corp.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Jordan G. Smith is also available on the SEC's website at www.adviserinfo.sec.gov.

Stephen L. Smith Corp.

Form ADV Part 2B – Individual Disclosure Brochure

for

Jordan G. Smith

Personal CRD Number: 4634226

Investment Adviser Representative

Stephen L. Smith Corp.
531 East "A" Street, Suite 301
Jenks, Oklahoma, 74037
(918) 296-9980
jordan@stephenlsmith.com

SEP-2010 1 of 23 2010

Item 2: Educational Background and Business Experience

Name: Jordan G. Smith **Born:** 1979

Education Background and Professional Designations:

Education:

BA Business Administration, Harding University - 2002

Business Background:

2010 - Present	Managing Member & CCO Stephen L. Smith Corp.
2008 - 2010	Vice President & CCO Stephen L. Smith Corp.
2003 - 2008	Assistant Vice President Stephen L. Smith Corp.

Item 3: Disciplinary Information

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of this advisory business.

Item 4: Other Business Activities

Jordan G. Smith is a managing member of Standard Capital Finance, LLC ("SCF"). SCF provides lease processing services and management of commercial rental properties owned by SCF.

Item 5: Additional Compensation

Other than salary, annual bonuses, or regular bonuses, Jordan G. Smith does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through Stephen L. Smith Corp.

Item 6: Supervision

As the Managing Member and CCO of Stephen L. Smith Corp., Jordan G. Smith supervises all duties and activities of the firm. Jordan G. Smith's phone number is (918) 296-9980.

Item 7: Requirements For State Registered Advisers

This disclosure is required by Oklahoma securities authorities and is provided for your use in evaluating this investment advisor representative's suitability.

- A. Jordan G. Smith has **NOT** been involved in any of the events listed below.
1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
 - a) an investment or an investment-related business or activity;
 - b) fraud, false statement(s), or omissions;
 - c) theft, embezzlement, or other wrongful taking of property;
 - d) bribery, forgery, counterfeiting, or extortion; or
 - e) dishonest, unfair, or unethical practices.
 2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a) an investment or an investment-related business or activity;
 - b) fraud, false statement(s), or omissions;
 - c) theft, embezzlement, or other wrongful taking of property;
 - d) bribery, forgery, counterfeiting, or extortion; or
 - e) dishonest, unfair, or unethical practices.
- B. Jordan G. Smith has **NOT** been the subject of a bankruptcy petition in the past ten years.



Minutes of the Monday, January 12, 2026 Board Meeting

The Board of Education of Independent School District No. 93, Pottawatomie County, met in Regular Session on Monday, January 12, 2026 at the Board of Education - Administration Building, 326 N. Union Ave., Shawnee, OK 74801.

1. Call to Order

A. Roll Call

Attendance Taken at 6:00 PM.

Present:	Clif Harden	Board President
	Russ Oliver	1 st Vice President
	Kristen Wilson	2 nd Vice President
	Jeanne Swinney	Clerk
	Turner Bass	Member
	Casey White	Member
	Mandy Hillhouse	Member

B. Minute of Silence and Invocation

Presented by Will Rogers students & parent.

C. Flag Salute

Led by Will Rogers student.

2. Opportunity for Public Comment

No Public Comment

3. Report of the Superintendent

A. Discussion and possible board action for review of the Audit Report for the 2024-2025 FY as presented.

Motion was made by Turner Bass and seconded by Russ Oliver to approve review of the Audit Report for the 2024-2025 FY as presented by Jeff Jenkins. Motion carried.

Clif Harden: Yes, Mandy Hillhouse: Yes, Jeanne Swinney: Yes, Russ Oliver: Yes, Casey White: Yes, Kristen Wilson: Yes, Turner Bass: Yes

Yes: 7, No: 0

B. Central Office Reports

- Educational Services Report
- Special Services Report
- Counseling and Community Engagement
- Communications Report
- Operations Report

C. Superintendent's Items, Announcements & Recognition

a. Board to Discuss and vote on OSSBA Policies listed below:

- Section A
- Section B
- Section C

Motion was made by Kristen Wilson and seconded by Turner Bass to approve the yellow and blue pages of OSSBA Policies, Section A, Section B and Section C and table all other pages in Sections A, B and C. Motion carried.

Russ Oliver: Yes, Clif Harden: Yes, Mandy Hillhouse: Yes, Turner Bass: Yes, Kristen Wilson: Yes, Jeanne Swinney: Yes, Casey White: Yes

Yes: 7, No: 0

b. Recognitions & Announcements

1. Board Member Recognition

Dr. James shared that January is Board Appreciation Month and all of the principals and students worked to provide the appreciation gifts for the members.

Dr. James shared with the board that the Music Unlimited building has been offered to the district for purchase and Dr. James wanted to let the board know that at the next board meeting, information will be provided regarding what steps to take and information will be provided that if the district does do something, how would the building be used.

4. Consent Docket Items: All of the following items will be approved by one vote unless any Board Member desires to have a separate vote on any or all of these items. Possible action by the Board of Education to approve:

Motion was made by Turner Bass and seconded by Mandy Hillhouse to approve Consent Agenda as presented. Motion carried.

Jeanne Swinney: Yes, Mandy Hillhouse: Yes, Kristen Wilson: Yes, Clif Harden: Yes, Casey White: Yes, Russ Oliver: Yes, Turner Bass: Yes

Yes: 7, No: 0

A. Minutes of the December 15, 2025, Special Board Meeting

B. Report of the Chief Financial Officer

a. Treasurer's Report

b. Encumbrance Registers for 25-26FY

BOND FUND 03 PAYMENT REGISTERS 27-34

GENERAL FUND 11 ENCUMBRANCES 778-824

CO-OP FUND 12 ENCUMBRANCES 13-14

BUILDING FUND 21 ENCUMBRANCES 157-165

BOND FUND 33 ENCUMBRANCES 35

GIFT FUND 81 ENCUMBRANCES 50-54

c. School Activity Fund Transfers for the 25-26 FY

C. Agreements:

a) Update of Bank Signers at First United Bank

5. Proposed Executive Session (25 O.S. §307 (B) (1)) to discuss:

1. Proposed Superintendent's Personnel Report;

1. Exhibit A

2. Exhibit B (filed under separate cover)

2. Superintendent's Contract

A. Vote to convene or not to convene into Executive Session

Motion was made by Jeanne Swinney and seconded by Turner Bass to Convene to Executive Session at 6:41pm. Motion carried.

Clif Harden: Yes, Russ Oliver: Yes, Kristen Wilson: Yes, Mandy Hillhouse: Yes, Jeanne Swinney: Yes, Casey White: Yes, Turner Bass: Yes

Yes: 7, No: 0

6. Acknowledge to return to Open Session

Board Members returned from Executive Session at 8:40pm.

7. Board President's Statement of Executive Session Minutes.

Board Members in attendance were Clif Harden, Russ Oliver, Kristen Wilson, Jeanne Swinney, Turner Bass, Casey White, Mandy Hillhouse, and Superintendent, Dr. Jason James. No votes were taken and no other matters were discussed in Executive Session.

8. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)

Motion was made by Turner Bass and seconded by Jeanne Swinney to approve Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover). Motion carried.

Kristen Wilson: Yes, Clif Harden: Yes, Russ Oliver: Yes, Turner Bass: Yes, Mandy Hillhouse: Yes, Jeanne Swinney: Yes, Casey White: Yes

Yes: 7, No: 0

9. Board discussion and action on Superintendent's employment and contract.

Motion was made by Turner Bass and seconded by Mandy Hillhouse to amend the proposed contract to add a year, subject to board approval at a later date. Motion carried.

Clif Harden: Yes, Russ Oliver, Yes, Kristen Wilson: Yes, Jeanne Swinney: Yes, Casey

White: Yes, Turner Bass: Yes, Mandy Hillhouse: Yes

Yes: 7, No: 0

10. New Business: New business means any matter not known about or which could not have been reasonably foreseen prior to the time of posting. 25 O.S. § 311.

11. Board member comments and announcements

Clif Harden, Board President, gave a shout out to speech and drama and to the arts for excelling.

12. Adjournment

Motion was made by Clif Harden to adjourn meeting at 8:43 p.m.

Motion unseconded.

ATTEST: _____ President

Clerk: _____

I hereby certify that I accurately transcribed the forgoing minutes and furnished copies to the executive officers, the board clerk and all board members prior to this meeting, but the original of the same was retained at all times in the administrative office of the School District and that the provisions of the 1977 Open Meeting Law (Title 25, Section 201-314 of Oklahoma Statutes) were adhered to.

Approved: _____

Secretary: _____

Shawnee Public Schools - Statement of Financial Activity

	General	CooP Funds	Building	Bond Funds	Sinking Funds	Gift Funds	Insurance Funds	Total
Beginning Balance 01/01/2026	\$ 2,268,272.12	\$ (3,736.04)	\$ 1,279,607.69	\$ 1,510,729.72	\$ 1,052,238.46	\$ 899,593.04	\$ 982,539.75	\$ 8,858,528.48
								\$ -
Receipts - Local Revenue	\$ 3,472,986.17	\$ -	\$ 541,211.45	\$ -	\$ 2,330,020.57	\$ 5,485.43	\$ -	\$ 6,349,703.62
Receipts - Intermediate Revenue	\$ 334,284.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 334,284.45
Receipts - State Revenue	\$ 2,269,519.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,269,519.26
Receipts - Federal Revenue	\$ 408,926.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 408,926.30
Receipts - Misc Revenue/Adjusting Entries	\$ 94.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94.37
Total Receipts	\$ 6,485,810.55	\$ -	\$ 541,211.45	\$ -	\$ 2,330,020.57	\$ 5,485.43	\$ -	\$ 18,221,056.48
Disbursements - FY 25 Checks Paid	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Disbursements - FY 26 Checks Paid	\$ 3,011,911.08	\$ 7,547.01	\$ 328,067.52	\$ 16,208.02	\$ -	\$ 21,816.54	\$ 71,039.82	\$ 3,456,589.99
Total Disbursements	\$ 3,011,911.08	\$ 7,547.01	\$ 328,067.52	\$ 16,208.02	\$ -	\$ 21,816.54	\$ 71,039.82	\$ 3,456,589.99
Adjusting Entries - Deposit In Transit	\$ -							
Adjusting Entries - Interest								
Ending Cash Balance 01/31/2026	\$ 5,742,171.59	\$ (11,283.05)	\$ 1,492,751.62	\$ 1,494,521.70	\$ 3,382,259.03	\$ 883,261.93	\$ 911,499.93	\$ 13,895,182.75
Outstanding Checks - FY 25	\$ 2,221.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,221.57
Outstanding Checks - FY 26	\$ 819,545.32	\$ 5,639.86	\$ 62,384.87	\$ 14,066.44	\$ -	\$ -	\$ 46,446.49	\$ 948,082.98
Book End Balance (UNAUDITED)	\$ 4,920,404.70	\$ (16,922.91)	\$ 1,430,366.75	\$ 1,480,455.26	\$ 3,382,259.03	\$ 883,261.93	\$ 865,053.44	\$ 12,944,878.20
FY 26 Appropriations	\$ 40,647,236.62	\$ -	\$ 5,204,826.73					
FY 26 Encumbrances	\$ 37,536,280.91		\$ 4,183,730.75					
Estimated FY 26 Fund Balance	<u>\$ 3,110,955.71</u>		<u>\$ 1,021,095.98</u>					

Shawnee Public Schools

Payment Clearing Register

Options: Fund: Governmental Funds, Show Detail: Yes, Date Range: 1/1/2026 - 1/31/2026, Account: All, Status: All

Clearing No	Date		Account No Payment No	Account Type Amount	Amount	Status
	Year	Fund				
126	1/2/2026		101	AC	\$7,011.96	Posted
	2026	11	4100	\$420.00		
	2026	11	4085	\$20.00		
	2026	11	4063	\$4,725.00		
	2026	11	3986	\$230.87		
	2026	11	3976	\$230.87		
	2026	11	3831	\$230.87		
	2026	11	3790	\$230.87		
	2026	11	3784	\$230.87		
	2026	11	3652	\$230.87		
	2026	11	3560	\$230.87		
	2026	11	3666	\$230.87		
			2026 11 Total	<u>\$7,011.96</u>		
127	1/5/2026		101	AC	\$5,132.61	Posted
	2026	11	4118	\$4,440.00		
	2026	11	3993	\$230.87		
	2026	11	3694	\$230.87		
	2026	11	3561	\$230.87		
			2026 11 Total	<u>\$5,132.61</u>		
128	1/6/2026		101	AC	\$74,563.04	Posted
	2026	11	4099	\$210.00		
	2026	11	3998	\$230.87		
	2026	11	3647	\$230.87		
	2026	11	3633	\$230.87		
	2026	11	3564	\$230.87		
	2026	11	3527	\$225.00		
	2026	11	3979	\$230.87		
	2026	11	3900	\$230.87		
			2026 11 Total	<u>\$1,820.22</u>		
	2026	33	21	\$1,703.00		
			2026 33 Total	<u>\$1,703.00</u>		
	2026	86	6	\$71,039.82		
			2026 86 Total	<u>\$71,039.82</u>		
129	1/7/2026		101	AC	\$319,290.27	Posted
	2026	11	4109	\$1,014.95		
	2026	11	3793	\$230.87		
	2026	11	3725	\$230.87		
	2026	11	3533	\$310,533.88		
	2026	11	4062	\$716.54		
	2026	11	3541	\$155.60		
	2026	11	4057	\$51.45		
	2026	11	4107	\$150.96		
			2026 11 Total	<u>\$313,085.12</u>		
	2026	21	367	\$6,205.15		
			2026 21 Total	<u>\$6,205.15</u>		
130	1/8/2026		101	AC	\$50,102.23	Posted
	2026	11	3681	\$230.87		

Shawnee Public Schools

Payment Clearing Register

Options: Fund: Governmental Funds, Show Detail: Yes, Date Range: 1/1/2026 - 1/31/2026, Account: All, Status: All

Clearing No	Date		Account No	Account Type	Amount	Status
	Year	Fund	Payment No	Amount		
	2026	11	4163		\$100.00	
	2026	11	4162		\$1,654.55	
	2026	11	3734		\$230.87	
			2026 11 Total		\$2,216.29	
	2026	21	414		\$47,885.94	
			2026 21 Total		\$47,885.94	
131		1/9/2026	101	AC		\$29,793.47 Posted
	2026	11	4150		\$215.99	
	2026	11	3558		\$230.87	
	2026	11	4140		\$199.25	
	2026	11	4145		\$5,754.98	
	2026	11	4160		\$1,500.00	
	2026	11	4144		\$1,310.60	
	2026	11	4142		\$1,145.65	
	2026	11	4157		\$5,318.06	
	2026	11	3913		\$230.87	
	2026	11	4165		\$116.63	
	2026	11	4149		\$7,604.69	
			2026 11 Total		\$23,627.59	
	2026	12	5		\$1,150.00	
			2026 12 Total		\$1,150.00	
	2026	21	395		\$255.58	
	2026	21	402		\$294.36	
	2026	21	405		\$4,369.00	
	2026	21	413		\$49.45	
			2026 21 Total		\$4,968.39	
	2026	34	11		\$47.49	
			2026 34 Total		\$47.49	
132		1/12/2026	101	AC		\$55,371.69 Posted
	2026	11	4147		\$25.44	
	2026	11	4146		\$9,235.16	
	2026	11	4143		\$4,000.00	
	2026	11	3698		\$230.87	
	2026	11	3536		\$2,055.00	
	2026	11	3522		\$392.28	
	2026	11	3509		\$583.38	
	2026	11	3743		\$230.87	
			2026 11 Total		\$16,753.00	
	2026	21	415		\$1,207.32	
	2026	21	407		\$2,035.39	
	2026	21	386		\$400.00	
	2026	21	375		\$230.87	
	2026	21	410		\$33,521.38	
	2026	21	409		\$606.36	
			2026 21 Total		\$38,001.32	
	2026	81	23		\$617.37	
			2026 81 Total		\$617.37	

Shawnee Public Schools

Payment Clearing Register

Options: Fund: Governmental Funds, Show Detail: Yes, Date Range: 1/1/2026 - 1/31/2026, Account: All, Status: All

Clearing No	Date		Account No	Account Type	Amount	Status
	Year	Fund	Payment No	Amount		
133	1/13/2026		101	AC	\$385,690.88	Posted
	2026	11	4167	\$4,762.50		
	2026	11	4156	\$12,162.88		
	2026	11	4154	\$8,496.79		
	2026	11	4151	\$6,113.75		
	2026	11	4141	\$3,516.50		
	2026	11	3983	\$230.87		
	2026	11	3748	\$230.87		
	2026	11	3735	\$230.87		
	2026	11	3517	\$273,210.42		
	2026	11	3516	\$3,068.04		
	2026	11	3515	\$18,542.04		
	2026	11	3514	\$3,547.92		
	2026	11	3997	\$230.87		
	2026	11	3704	\$230.87		
	2026	11	4169	\$1,272.80		
	2026	11	3504	\$27,108.37		
	2026	11	3505	\$5,735.30		
		2026	11 Total	\$368,691.66		
	2026	21	406	\$1,575.00		
	2026	21	403	\$3,369.30		
	2026	21	363	\$8,567.74		
	2026	21	362	\$80.66		
	2026	21	361	\$647.22		
	2026	21	360	\$119.88		
	2026	21	355	\$103.70		
	2026	21	354	\$569.30		
	2026	21	408	\$1,102.88		
		2026	21 Total	\$16,135.68		
	2026	33	23	\$863.54		
		2026	33 Total	\$863.54		
134	1/14/2026		101	AC	\$16,999.92	Posted
	2026	11	4164	\$3,210.76		
	2026	11	4148	\$4,400.00		
	2026	11	4047	\$230.87		
	2026	11	4012	\$230.87		
	2026	11	3789	\$230.87		
	2026	11	3603	\$230.87		
	2026	11	1467	\$300.00		
	2026	11	4153	\$2,000.00		
		2026	11 Total	\$10,834.24		
	2026	21	411	\$254.40		
	2026	21	404	\$5,911.28		
		2026	21 Total	\$6,165.68		
135	1/15/2026		101	AC	\$1,770.54	Posted
	2026	11	4161	\$1,011.21		
	2026	11	3980	\$230.87		

Shawnee Public Schools

Payment Clearing Register

Options: Fund: Governmental Funds, Show Detail: Yes, Date Range: 1/1/2026 - 1/31/2026, Account: All, Status: All

Clearing No	Date	Account No	Account Type	Amount	Status
	Year Fund	Payment No	Amount		
	2026 11	3883	\$230.87		
	2026 11	3688	\$230.87		
	2026 11	3528	\$33.36		
	2026 11	2869	\$33.36		
		2026 11 Total	\$1,770.54		
136	1/16/2026	101	AC	\$166,127.63	Posted
	2026 11	4155	\$8,775.00		
	2026 11	3989	\$230.87		
	2026 11	4200	\$4,517.27		
	2026 11	3661	\$230.87		
	2026 11	4172	\$9,665.80		
	2026 11	4190	\$2,093.23		
	2026 11	4195	\$1,202.82		
	2026 11	4191	\$68.15		
		2026 11 Total	\$26,784.01		
	2026 12	6	\$3,333.01		
		2026 12 Total	\$3,333.01		
	2026 21	424	\$123,499.43		
	2026 21	418	\$295.27		
	2026 21	416	\$232.42		
	2026 21	423	\$11.24		
		2026 21 Total	\$124,038.36		
	2026 34	12	\$34.19		
		2026 34 Total	\$34.19		
	2026 81	24	\$6,162.40		
	2026 81	25	\$5,775.66		
		2026 81 Total	\$11,938.06		
137	1/20/2026	101	AC	\$1,568,505.55	Posted
	2026 11	4803	\$4,846.16		
	2026 11	4201	\$4,435.20		
	2026 11	4184	\$96.58		
	2026 11	4183	\$551.44		
	2026 11	4177	\$196.38		
	2026 11	4139	\$149.70		
	2026 11	3762	\$230.87		
	2026 11	3659	\$230.87		
	2026 11	388	\$230.87		
	2026 11	4786	\$10,083.00		
	2026 11	4785	\$210.00		
	2026 11	4784	\$40.50		
	2026 11	3820	\$230.87		
	2026 11	4176	\$1,379.51		
	2026 11	4182	\$33.39		
	2026 11	4802	\$517.31		
	2026 11	4771	\$1,497,658.63		
		2026 11 Total	\$1,521,121.28		
	2026 21	450	\$1,735.64		

Shawnee Public Schools

Payment Clearing Register

Options: Fund: Governmental Funds, Show Detail: Yes, Date Range: 1/1/2026 - 1/31/2026, Account: All, Status: All

Clearing No	Date		Account No	Account Type	Amount	Status
	Year	Fund	Payment No	Amount		
	2026	21	420		\$657.44	
	2026	21	445		\$44,991.19	
			2026 21 Total		\$47,384.27	
138		1/21/2026	101	AC		\$58,376.58 Posted
	2026	11	4805		\$1,551.93	
	2026	11	4804		\$637.29	
	2026	11	4199		\$55.00	
	2026	11	4198		\$625.90	
	2026	11	4197		\$422.88	
	2026	11	4189		\$105.68	
	2026	11	4186		\$750.00	
	2026	11	4179		\$576.50	
	2026	11	4173		\$1,560.00	
	2026	11	4166		\$765.00	
	2026	11	4158		\$138.78	
	2026	11	4159		\$500.00	
	2026	11	4756		\$12,076.33	
	2026	11	4759		\$5,460.74	
	2026	11	4758		\$1,160.00	
	2026	11	3788		\$230.87	
	2026	11	4175		\$343.75	
			2026 11 Total		\$26,960.65	
	2026	21	422		\$324.71	
	2026	21	421		\$40.70	
	2026	21	419		\$2,828.07	
	2026	21	412		\$15,314.65	
	2026	21	401		\$525.00	
	2026	21	440		\$180.00	
			2026 21 Total		\$19,213.13	
	2026	33	24		\$11,980.80	
			2026 33 Total		\$11,980.80	
	2026	81	27		\$222.00	
			2026 81 Total		\$222.00	
139		1/22/2026	101	AC		\$237,300.23 Posted
	2026	11	4185		\$9,090.00	
	2026	11	4181		\$6,347.40	
	2026	11	4192		\$121,667.19	
	2026	11	4777		\$53,964.00	
	2026	11	4757		\$35,365.03	
	2026	11	4788		\$6,701.52	
			2026 11 Total		\$233,135.14	
	2026	21	447		\$1,697.00	
	2026	21	439		\$748.84	
	2026	21	449		\$140.25	
			2026 21 Total		\$2,586.09	
	2026	33	25		\$775.00	
	2026	33	26		\$804.00	

Shawnee Public Schools

Payment Clearing Register

Options: Fund: Governmental Funds, Show Detail: Yes, Date Range: 1/1/2026 - 1/31/2026, Account: All, Status: All

Clearing No	Date	Account No	Account Type	Amount	Status
	Year Fund	Payment No	Amount		
		2026 33 Total	\$1,579.00		
140	1/23/2026	101	AC	\$381,967.97	Posted
	2026 11	4814	\$405.00		
	2026 11	4779	\$614.59		
	2026 11	4776	\$240.00		
	2026 11	4774	\$771.25		
	2026 11	4772	\$115.60		
	2026 11	4770	\$2,660.30		
	2026 11	4769	\$57.66		
	2026 11	4768	\$158.58		
	2026 11	4767	\$45.48		
	2026 11	4766	\$310,859.60		
	2026 11	4765	\$777.61		
	2026 11	4762	\$188.90		
	2026 11	4196	\$299.74		
	2026 11	4194	\$35.00		
	2026 11	4170	\$1,686.67		
	2026 11	4807	\$176.69		
	2026 11	4778	\$450.00		
	2026 11	4830	\$35,878.08		
	2026 11	4808	\$1,240.28		
	2026 11	4809	\$1,120.25		
	2026 11	4822	\$1,229.53		
		2026 11 Total	\$359,010.81		
	2026 12	7	\$3,064.00		
		2026 12 Total	\$3,064.00		
	2026 21	446	\$30.00		
	2026 21	444	\$10,032.16		
	2026 21	441	\$590.00		
	2026 21	451	\$201.89		
		2026 21 Total	\$10,854.05		
	2026 81	28	\$439.93		
	2026 81	26	\$8,209.39		
	2026 81	29	\$389.79		
		2026 81 Total	\$9,039.11		
141	1/26/2026	101	AC	\$11,563.24	Posted
	2026 11	4816	\$50.00		
	2026 11	4790	\$2,055.00		
	2026 11	4783	\$50.00		
	2026 11	4782	\$650.00		
	2026 11	4773	\$50.00		
	2026 11	4760	\$100.00		
	2026 11	4754	\$39.00		
	2026 11	4187	\$3,528.34		
	2026 11	4178	\$50.00		
	2026 11	4174	\$48.66		
	2026 11	3626	\$230.87		

Shawnee Public Schools

Payment Clearing Register

Options: Fund: Governmental Funds, Show Detail: Yes, Date Range: 1/1/2026 - 1/31/2026, Account: All, Status: All

Clearing No	Date	Account No	Account Type	Amount	Status
Year	Fund	Payment No	Amount		
	2026	11	4806	\$2,539.16	
		2026	11 Total	\$9,391.03	
	2026	21	425	\$770.00	
	2026	21	456	\$1,402.21	
		2026	21 Total	\$2,172.21	
142	1/27/2026	101	AC	\$360.82	Posted
	2026	11	4810	\$68.74	
	2026	11	3759	\$230.87	
		2026	11 Total	\$299.61	
	2026	21	452	\$61.21	
		2026	21 Total	\$61.21	
143	1/28/2026	101	AC	\$1,295.89	Posted
	2026	11	4825	\$791.65	
	2026	11	4823	\$425.00	
	2026	11	4812	\$53.50	
	2026	11	4818	\$25.74	
		2026	11 Total	\$1,295.89	
144	1/29/2026	101	AC	\$76,242.60	Posted
	2026	11	4819	\$22,450.00	
	2026	11	4815	\$5,684.50	
	2026	11	4813	\$39,669.26	
	2026	11	4193	\$12.75	
	2026	11	4180	\$350.00	
	2026	11	3534	\$5,829.84	
	2026	11	4838	\$150.00	
		2026	11 Total	\$74,146.35	
	2026	21	455	\$1,000.00	
	2026	21	368	\$146.25	
	2026	21	417	\$950.00	
		2026	21 Total	\$2,096.25	
145	1/30/2026	101	AC	\$9,122.87	Posted
	2026	11	4828	\$2,383.69	
	2026	11	4824	\$118.50	
	2026	11	4811	\$1,874.50	
	2026	11	4222	\$87.00	
	2026	11	3768	\$230.87	
	2026	11	4833	\$4,050.40	
	2026	11	4831	\$78.12	
		2026	11 Total	\$8,823.08	
	2026	21	453	\$33.30	
	2026	21	462	\$95.39	
	2026	21	457	\$171.10	
		2026	21 Total	\$299.79	
Year and Fund Totals:					
	2026	11		\$3,011,911.08	
	2026	12		\$7,547.01	
	2026	21		\$328,067.52	

Shawnee Public Schools

Payment Clearing Register

Options: Fund: Governmental Funds, Show Detail: Yes, Date Range: 1/1/2026 - 1/31/2026, Account: All, Status: All

2026	33	\$16,126.34
2026	34	\$81.68
2026	81	\$21,816.54
2026	86	\$71,039.82

Total Payment Clearing Posted = \$3,456,589.99

Total Payment Clearing Not Posted = \$0.00

Receipt Analysis

Options: Date Range: 1/1/2026 - 1/31/2026

Year	Receipt No Date	Received From	Amount
11 GEN FUND-FOR OP			
2026	317 1/2/2026	POTT CO	\$324,771.28
2026	317 1/2/2026	POTT CO	\$3,429,786.08
2026	317 1/2/2026	POTT CO	\$11,999.98
2026	317 1/2/2026	POTT CO	\$2,248.21
2026	317 1/2/2026	POTT CO	\$9,513.17
2026	317 1/2/2026	POTT CO	\$116.60
2026	318 1/2/2026	OSDE - NAT'L SCH LUNCH - FED - 763	\$188,239.86
2026	319 1/2/2026	OSDE - SCH BREAKFAST PROG - 764	\$70,283.64
2026	320 1/2/2026	OSDE - CACFP - 769	\$4,674.46
2026	320 1/2/2026	OSDE - CACFP - 769	\$4,841.23
2026	320 1/2/2026	OSDE - CACFP - 769	\$5,866.38
2026	320 1/2/2026	OSDE - CACFP - 769	\$4,527.31
2026	320 1/2/2026	OSDE - CACFP - 769	\$6,175.39
2026	320 1/2/2026	OSDE - CACFP - 769	\$4,841.23
2026	320 1/2/2026	OSDE - CACFP - 769	\$78.48
2026	320 1/2/2026	OSDE - CACFP - 769	\$117.72
2026	320 1/2/2026	OSDE - CACFP - 769	\$412.02
2026	320 1/2/2026	OSDE - CACFP - 769	\$166.77
2026	320 1/2/2026	OSDE - CACFP - 769	\$5,321.92
2026	320 1/2/2026	OSDE - CACFP - 769	\$4,527.31
2026	321 1/5/2026	STATE OF OK - DEPT OF REHABILITATION SERVICES	\$159.50
2026	321 1/5/2026	STATE OF OK - DEPT OF REHABILITATION SERVICES	\$87.04
2026	321 1/5/2026	STATE OF OK - DEPT OF REHABILITATION SERVICES	\$217.50
2026	322 1/5/2026	AMERICAN FIDELITY - REFUND - B WILCOX	\$25.00
2026	323 1/5/2026	STATE OF OK - OPIOID GRANT	\$18,750.00
2026	323 1/5/2026	STATE OF OK - OPIOID GRANT	\$18,750.00
2026	324 1/5/2026	STATE OF OK - DEPT OF REHABILITATION SERVICES	\$246.50
2026	325 1/6/2026	AMERICAN FIDELITY - REFUND - BW/AC/LA	\$25.00
2026	325 1/6/2026	AMERICAN FIDELITY - REFUND - BW/AC/LA	\$0.14
2026	325 1/6/2026	AMERICAN FIDELITY - REFUND - BW/AC/LA	\$0.03
2026	326 1/7/2026	CN - D SEEBECK	\$55.00
2026	326 1/7/2026	CN - D SEEBECK	\$21.00
2026	326 1/7/2026	CN - D SEEBECK	\$20.15
2026	326 1/7/2026	CN - D SEEBECK	\$40.00
2026	326 1/7/2026	CN - D SEEBECK	\$5.15
2026	326 1/7/2026	CN - D SEEBECK	\$2.00
2026	326 1/7/2026	CN - D SEEBECK	\$15.45
2026	326 1/7/2026	CN - D SEEBECK	\$63.10
2026	327 1/8/2026	SPS - PUP PACK MEALS	\$1,654.55
2026	328 1/8/2026	CN - D SEEBECK	\$14.30
2026	328 1/8/2026	CN - D SEEBECK	\$51.75
2026	328 1/8/2026	CN - D SEEBECK	\$2.00
2026	328 1/8/2026	CN - D SEEBECK	\$35.50
2026	328 1/8/2026	CN - D SEEBECK	\$5.15
2026	329 1/9/2026	CN - D SEEBECK	\$20.00
2026	329 1/9/2026	CN - D SEEBECK	\$10.00
2026	329 1/9/2026	CN - D SEEBECK	\$5.15
2026	329 1/9/2026	CN - D SEEBECK	\$51.00
2026	329 1/9/2026	CN - D SEEBECK	\$40.30
2026	329 1/9/2026	CN - D SEEBECK	\$70.00
2026	329 1/9/2026	CN - D SEEBECK	\$5.15
2026	329 1/9/2026	CN - D SEEBECK	\$2.00
2026	330 1/12/2026	MSB - HM	\$35.00
2026	331 1/12/2026	STATE OF OK - DEPT AG FOOD & FORESTRY	\$1,590.69
2026	331 1/12/2026	STATE OF OK - DEPT AG FOOD & FORESTRY	\$1,024.11
2026	332 1/12/2026	CN - D SEEBECK	\$89.35
2026	332 1/12/2026	CN - D SEEBECK	\$53.25

Receipt Analysis

Options: Date Range: 1/1/2026 - 1/31/2026

Year	Receipt No	Date	Received From	Amount
2026	332	1/12/2026	CN - D SEEBECK	\$13.00
2026	332	1/12/2026	CN - D SEEBECK	\$44.75
2026	333	1/12/2026	OTC	\$11,845.47
2026	333	1/12/2026	OTC	\$145.06
2026	333	1/12/2026	OTC	\$121,087.32
2026	334	1/13/2026	CN - D SEEBECK	\$3.00
2026	334	1/13/2026	CN - D SEEBECK	\$1.00
2026	334	1/13/2026	CN - D SEEBECK	\$31.00
2026	334	1/13/2026	CN - D SEEBECK	\$5.20
2026	334	1/13/2026	CN - D SEEBECK	\$7.00
2026	334	1/13/2026	CN - D SEEBECK	\$5.15
2026	334	1/13/2026	CN - D SEEBECK	\$59.50
2026	335	1/13/2026	MARTIN NUNEZ - SURPLUS ITEMS	\$10,000.00
2026	336	1/14/2026	CN - D SEEBECK	\$3.00
2026	336	1/14/2026	CN - D SEEBECK	\$16.70
2026	336	1/14/2026	CN - D SEEBECK	\$73.75
2026	336	1/14/2026	CN - D SEEBECK	\$5.15
2026	336	1/14/2026	CN - D SEEBECK	\$2.00
2026	336	1/14/2026	CN - D SEEBECK	\$5.75
2026	336	1/14/2026	CN - D SEEBECK	\$5.00
2026	336	1/14/2026	CN - D SEEBECK	\$18.50
2026	336	1/14/2026	CN - D SEEBECK	\$5.15
2026	338	1/15/2026	OSDE - FOUNDATION & SALARY INCENTIVE AID	\$1,640,030.65
2026	339	1/15/2026	OSDE - CERT HEALTH ALLOW - 334	\$177,145.92
2026	340	1/15/2026	OSDE - SUPPORT HEALTH ALLOW - 335	\$93,154.32
2026	341	1/15/2026	OSDE - CERT HEALTH ALLOW IN LIEU OF FBA - 331	\$2,333.89
2026	342	1/15/2026	OSDE - SUPPORT HEALTH ALLOW IN LIEU OF FBA - 332	\$19,871.93
2026	343	1/15/2026	OSDE - TEXTBOOKS - 333	\$20,226.99
2026	344	1/15/2026	STATE OF OK - DEPT OF REHABILITATION SERVICES	\$261.00
2026	345	1/15/2026	CN - D SEEBECK	\$1.00
2026	345	1/15/2026	CN - D SEEBECK	\$165.15
2026	345	1/15/2026	CN - D SEEBECK	\$61.25
2026	345	1/15/2026	CN - D SEEBECK	\$10.00
2026	345	1/15/2026	CN - D SEEBECK	\$5.90
2026	345	1/15/2026	CN - D SEEBECK	\$20.50
2026	345	1/15/2026	CN - D SEEBECK	\$10.00
2026	346	1/15/2026	JAMES & ALEXANDRA WATKINS - SPS PUP PACK - DAYCARE	\$654.00
2026	348	1/16/2026	OSDE - ALT ED - 388	\$53,509.04
2026	349	1/16/2026	CN - D SEEBECK	\$1.50
2026	349	1/16/2026	CN - D SEEBECK	\$5.15
2026	349	1/16/2026	CN - D SEEBECK	\$2.00
2026	349	1/16/2026	CN - D SEEBECK	\$28.00
2026	349	1/16/2026	CN - D SEEBECK	\$25.15
2026	349	1/16/2026	CN - D SEEBECK	\$64.25
2026	350	1/16/2026	SHAWNEE BAND BOOSTERS ASSOC - BAND TECHS	\$333.00
2026	350	1/16/2026	SHAWNEE BAND BOOSTERS ASSOC - BAND TECHS	\$600.00
2026	351	1/20/2026	SPS PUP PACK - DAYCARE - VARIOUS EMPLOYEES	\$10,083.00
2026	352	1/20/2026	SPS - WORK KEYS - SABRINA YOUNG	\$40.50
2026	353	1/20/2026	MSB - HS, WR	\$110.00
2026	353	1/20/2026	MSB - HS, WR	\$20.00
2026	354	1/20/2026	OSDE - 21st CENTURY CLC - SPECIAL PROJECTS 554	\$1,697.03
2026	354	1/20/2026	OSDE - 21st CENTURY CLC - SPECIAL PROJECTS 554	\$36,576.18
2026	355	1/20/2026	OSDE - ENGLISH LANG ACQ LEAs - 572	\$1,185.70
2026	356	1/20/2026	OSDE - TITLE VI PART B - 587	\$9,975.44
2026	357	1/20/2026	CN - D SEEBECK	\$20.00
2026	357	1/20/2026	CN - D SEEBECK	\$1.00
2026	357	1/20/2026	CN - D SEEBECK	\$5.15
2026	357	1/20/2026	CN - D SEEBECK	\$35.50

Receipt Analysis

Options: Date Range: 1/1/2026 - 1/31/2026

Year	Receipt No	Date	Received From	Amount
2026	357	1/20/2026	CN - D SEEBECK	\$18.40
2026	357	1/20/2026	CN - D SEEBECK	\$50.75
2026	357	1/20/2026	CN - D SEEBECK	\$18.00
2026	358	1/20/2026	AONISTY PARKS - DREAM CATCHERS DANCE - PAAC RENTAL	\$1,662.50
2026	359	1/21/2026	OK HEALTH CARE AUTH - MEDICAID	\$16,555.77
2026	360	1/21/2026	STATE OF OK - DEPT AG FOOD & FORESTRY	\$723.39
2026	360	1/21/2026	STATE OF OK - DEPT AG FOOD & FORESTRY	\$646.91
2026	362	1/21/2026	CN - D SEEBECK	\$4.00
2026	362	1/21/2026	CN - D SEEBECK	\$35.60
2026	362	1/21/2026	CN - D SEEBECK	\$61.90
2026	362	1/21/2026	CN - D SEEBECK	\$100.00
2026	362	1/21/2026	CN - D SEEBECK	\$5.15
2026	362	1/21/2026	CN - D SEEBECK	\$7.35
2026	363	1/22/2026	CN - D SEEBECK	\$1.00
2026	363	1/22/2026	CN - D SEEBECK	\$34.45
2026	363	1/22/2026	CN - D SEEBECK	\$7.10
2026	363	1/22/2026	CN - D SEEBECK	\$30.30
2026	363	1/22/2026	CN - D SEEBECK	\$37.00
2026	363	1/22/2026	CN - D SEEBECK	\$10.30
2026	363	1/22/2026	CN - D SEEBECK	\$6.40
2026	364	1/23/2026	COL - SCHOOL LAND EARNINGS	\$82,777.99
2026	365	1/23/2026	OSDE - 21st CENTURY CLC - 553	\$36,278.57
2026	365	1/23/2026	OSDE - 21st CENTURY CLC - 553	\$1,061.75
2026	366	1/28/2026	SEMINOLE PS - TRANSPORTATION - SULPHUR	\$675.00
2026	367	1/28/2026	WALMART - REFUND OF TAXES CHARGED	\$3.70
2026	368	1/28/2026	MSB - HS	\$7.00
2026	368	1/28/2026	MSB - HS	\$55.00
2026	369	1/28/2026	CN - D SEEBECK	\$10.30
2026	369	1/28/2026	CN - D SEEBECK	\$0.50
2026	369	1/28/2026	CN - D SEEBECK	\$4.00
2026	369	1/28/2026	CN - D SEEBECK	\$25.15
2026	369	1/28/2026	CN - D SEEBECK	\$20.60
2026	369	1/28/2026	CN - D SEEBECK	\$5.15
2026	369	1/28/2026	CN - D SEEBECK	\$5.00
2026	369	1/28/2026	CN - D SEEBECK	\$20.60
2026	369	1/28/2026	CN - D SEEBECK	\$41.00
2026	371	1/29/2026	CN - D SEEBECK	\$70.00
2026	371	1/29/2026	CN - D SEEBECK	\$115.45
2026	371	1/29/2026	CN - D SEEBECK	\$21.50
2026	371	1/29/2026	CN - D SEEBECK	\$1.00
2026	371	1/29/2026	CN - D SEEBECK	\$5.15
2026	371	1/29/2026	CN - D SEEBECK	\$9.00
2026	372	1/30/2026	OSDE - STATE LUNCH MATCHING 385	\$9,774.08
2026	373	1/30/2026	STATE OF OK - DEPT OF REHABILITATION SERVICES	\$87.00
2026	373	1/30/2026	STATE OF OK - DEPT OF REHABILITATION SERVICES	\$188.50
2026	373	1/30/2026	STATE OF OK - DEPT OF REHABILITATION SERVICES	\$224.75
2026	373	1/30/2026	STATE OF OK - DEPT OF REHABILITATION SERVICES	\$65.25
2026	374	1/30/2026	CN - D SEEBECK	\$0.10
2026	374	1/30/2026	CN - D SEEBECK	\$6.00
2026	374	1/30/2026	CN - D SEEBECK	\$3.00
2026	374	1/30/2026	CN - D SEEBECK	\$30.30
2026	374	1/30/2026	CN - D SEEBECK	\$52.50
2026	374	1/30/2026	CN - D SEEBECK	\$1.00
2026	374	1/30/2026	CN - D SEEBECK	\$1.00
2026	374	1/30/2026	CN - D SEEBECK	\$15.00
2026	375	1/30/2026	JOSHUA CHISM - SPS PUP PACK - DAYCARE	\$654.00
2026	376	1/31/2026	MSB - HM, WR, SECC	\$20.00
2026	376	1/31/2026	MSB - HM, WR, SECC	\$20.00

Receipt Analysis

Options: Date Range: 1/1/2026 - 1/31/2026

Year	Receipt No	Date	Received From	Amount
2026	376	1/31/2026	MSB - HM, WR, SECC	\$35.00
11 GEN FUND-FOR OP Total				\$6,485,810.55
21 BUILDING				
2026	317	1/2/2026	POTT CO	\$489,553.16
2026	317	1/2/2026	POTT CO	\$1,712.83
2026	361	1/21/2026	POSITIVE ENERGY LLC - OIL ROYALTY	\$1.73
2026	377	1/31/2026	FIRST UNITED - INTEREST - JANUARY	\$49,943.73
21 BUILDING Total				\$541,211.45
41 41 SINKING				
2026	317	1/2/2026	POTT CO	\$2,321,492.14
2026	317	1/2/2026	POTT CO	\$8,528.43
41 41 SINKING Total				\$2,330,020.57
81 81 GIFT FUND				
2026	337	1/14/2026	SOVEREIGN BANK - SECC	\$5,000.00
2026	347	1/16/2026	ARVEST CREDIT CARD	\$406.95
2026	347	1/16/2026	ARVEST CREDIT CARD	\$42.42
2026	370	1/29/2026	OHIOPYLE PRINTS INC - COMMISSION	\$36.06
81 81 GIFT FUND Total				\$5,485.43
Receipts Total				\$9,362,528.00

Payment Register

Options: Year: 2025-2026, Fund Account: 2024 LR Bond, Date Range: 7/1/2025 - 6/30/2026, Payment Range: 35 - 49999,
Print Payroll Payments: True, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
35	01/20/2026	51138	VITAL SIGNS OF OKLAHOMA				\$34,510.00
36	01/20/2026	51175	Aerial Titans				\$39,189.00
37	01/30/2026	50852	WYNN CONSTRUCTION CO, INC				\$299,424.34
38	01/30/2026	33767	SCHOOL OUTFITTERS				\$7,382.60
39	02/04/2026	51130	TULSA CHRISTIAN BROS PAINTIN				\$16,964.50
Non-Payroll Total:							\$397,470.44
Payroll Total:							\$0.00
Balance Forward:							\$3,153,303.42
Total:							\$3,550,773.86

Encumbrance Register

Options: Year: 2025-2026, Date Range: 7/1/2025 - 6/30/2026, PO Range: 825 - 49999, Fund(s): GEN FUND-FOR OP

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	825	01/09/2026	39214	ARVEST BANK	Pup Pack	1,000.00
11	826	01/09/2026	4788	AMAZON	Pup pack	1,000.00
11	827	01/09/2026	39214	ARVEST BANK	21st CCLC STEM Supplies WR Jan/Feb/March	150.00
11	828	01/09/2026	39214	ARVEST BANK	21st CCLC STEM Supplies WR WalMart April/May	150.00
11	829	01/09/2026	4788	AMAZON	21st CCLC STEM Supplies WR Amazon Jan/Feb/March	150.00
11	830	01/09/2026	4788	AMAZON	21st CCLC STEM Supplies WR Amazon April/May	150.00
11	831	01/09/2026	39214	ARVEST BANK	Lodging for 21st CCLC National Conference	3,500.00
11	832	01/09/2026	39214	ARVEST BANK	Airfare for 21st CCLC National Conference	3,500.00
11	833	01/09/2026	39214	ARVEST BANK	Transportation to and from MCO airport to hotel	300.00
11	834	01/09/2026	39214	ARVEST BANK	Registration National Conference	3,700.00
11	835	01/09/2026	21123	KAREN PARKER	Meals, transportation National Conference K Parker	500.00
11	836	01/09/2026	39179	Serena Mae Neely	Meals National Conference S. Neely	300.00
11	837	01/09/2026	40627	Lauren Elizabeth Martin	Meals National Conference L Martin	300.00
11	838	01/09/2026	12217	Caria D Kennedy	Meals National Conference C Kennedy	300.00
11	839	01/09/2026	50201	SHERRI THOMPSON	Meals National Conference Sherri Thompson	300.00
11	840	01/09/2026	51194	WATERFORD RESEARCH INSTITUTE	Professional Development	9,240.00
11	841	01/09/2026	3290	BSN SPORTS, LLC	MCCUNE- MAT TAPE	450.00
11	842	01/09/2026	39214	ARVEST BANK	GRAVES- MUSIC PACKETS/SPRING MUSIC	250.00
11	843	01/12/2026	39214	ARVEST BANK	TRANSPORTATION SUPPLIES	7,389.60
11	844	01/12/2026	51133	YOU MATTER BEHAVIOR SUPPORT SERV	CONTRACT SERVICES	7,000.00
11	845	01/12/2026	12558	Shawn K Parsons	TRAVEL REIMBURSEMENT- MILEAGE	200.00
11	846	01/12/2026	31	CCOSA	OASA Legislative Conference	2,000.00
11	847	01/13/2026	4788	AMAZON	TEACHER SUPPLIES	300.00
11	848	01/14/2026	32176	GOVCONNECTION, INC DBA	XEROX TONER-MATT JOHNSON	470.00
11	849	01/14/2026	39214	ARVEST BANK	Materials for Aerospace	476.46
11	850	01/14/2026	4788	AMAZON	Materials for Aerospace/STEM	1,500.00
11	851	01/14/2026	11871	SOUTHWESTERN OKLA. STATE UNIV.	SWOSU Job Fair	250.00
11	852	01/14/2026	2549	LOCKE SUPPLY	LIGHTS AND MISCELLANEOUS PARTS	850.00
11	853	01/14/2026	39214	ARVEST BANK	Shop Supplies	2,000.00
11	854	01/14/2026	39214	ARVEST BANK	Horticulture Supplies	2,000.00
11	855	01/14/2026	4788	AMAZON	BCC Micro:bit v2 Club Pack	175.99
11	856	01/15/2026	51082	GOLD CREEK FOODS	POULTRY FOOD PURCHASES	25,000.00

Encumbrance Register

Options: Year: 2025-2026, Date Range: 7/1/2025 - 6/30/2026, PO Range: 825 - 49999, Fund(s): GEN FUND-FOR OP

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	857	01/15/2026	38138	REPUBLIC BUSINESS CREDIT, LLC	FOOD PURCHASES FOR CACFP PROGRAM	23,000.00
11	858	01/15/2026	4788	AMAZON	MCKENZIE GRAVES/HS CHOIR	127.57
11	859	01/16/2026	32794	Theresa M Dame	TRAVEL	56.98
11	860	01/16/2026	3290	BSN SPORTS, LLC	WENDI WELLS/HS GIRLS BASKETBALL	315.00
11	861	01/16/2026	4788	AMAZON	Academic Office Supplies	500.00
11	862	01/20/2026	51103	Blayke L Brower	Project Respect Spring 26	7,165.22
11	863	01/20/2026	40121	Jennifer D Edwards	Translation Services	375.00
11	864	01/20/2026	39214	ARVEST BANK	Classroom supplies and materials	2,500.00
11	865	01/20/2026	39214	ARVEST BANK	SMS-GENERAL FUND 11-New Laminator-Keely Tolin	1,500.00
11	866	01/20/2026	2580	GARRETT BOOK COMPANY	Book for secc Library	1,060.00
11	867	01/20/2026	44	FOLLETT CONTENT SOLUTIONS LLC	Book for secc Library	510.00
11	868	01/20/2026	3290	BSN SPORTS, LLC	BOYS TENNIS UNIFORMS/HARRISON	1,000.00
11	869	01/20/2026	11242	SEMINOLE STATE COLLEGE	BLOOM-TEXTBOOKS SSC STUDENTS CONCURRENT ENROLLMENT	724.50
11	870	01/20/2026	39214	ARVEST BANK	FLIGHTS - CCOSA	1,000.00
11	871	01/21/2026	31	CCOSA	Raising Student Achievement	3,500.00
11	872	01/21/2026	4788	AMAZON	Calculators - JTA	38.94
11	873	01/22/2026	3525	HOBART CORPORATION	DISHWASHER PARTS & REPAIR	2,000.00
11	874	01/22/2026	11	BANCFIRST INSURANCE SERVICES INC	Notary Bond and stamp-YATES	53.50
11	875	01/22/2026	39214	ARVEST BANK	Notary/background check-YATES	128.00
11	876	01/22/2026	2131	PAT'S TROPHY	DAX/BASKETBALL INVITATIONAL	422.00
11	877	01/22/2026	39615	VEX ROBOTICS, INC	VEX IQ Cart	500.00
11	878	01/22/2026	50194	SPHERO, INC	Bolt + Power Pack	4,391.07
11	879	01/22/2026	39214	ARVEST BANK	Bambu Lab USA	1,200.00
11	880	01/22/2026	50586	COPY CRAFT PRINTERS, INC	Teacher Class Cards	750.00
11	881	01/22/2026	39214	ARVEST BANK	JTA building funds for supplies	63.74
11	884	01/22/2026	51187	ALL COPY PRODUCTS, INC	MAIN OFFICE COPIER	6,200.00
11	885	01/28/2026	34764	SCHOLASTIC LIBRARY PUBLISHING	Family Night	1,747.15
11	886	01/28/2026	39214	ARVEST BANK	Family Night	43.00
11	887	01/29/2026	37952	FIRELAKE ARENA	GRADUATION FACILITY	3,500.00
11	888	01/29/2026	40405	RECOGNITION PRODUCTS, INC	GRADUATION GOWNS	1,000.00
11	889	01/29/2026	2150	PINECLIFF PRINTERS INC	GRADUATION TICKETS AND PROGRAMS	1,600.00
11	890	01/29/2026	12558	Shawn K Parsons	GRADUATION SECURITY, OFFICER 1	160.00
11	891	01/29/2026	12558	Shawn K Parsons	GRADUATION SECURITY, OFFICER 2	160.00
11	892	01/29/2026	12558	Shawn K Parsons	GRADUATION SECURITY, OFFICER 3	160.00
11	893	01/29/2026	12558	Shawn K Parsons	GRADUATION SECURITY, OFFICER 4	160.00

Encumbrance Register

Options: Year: 2025-2026, Date Range: 7/1/2025 - 6/30/2026, PO Range: 825 - 49999, Fund(s): GEN FUND-FOR OP

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	894	01/29/2026	12558	Shawn K Parsons	GRADUATION SECURITY, OFFICER 5	160.00
11	895	01/29/2026	35705	STAPLES BUSINESS ADVANTAGE	SMS General 11-Printer Ink-Eunis Thompson	603.12
11	896	02/02/2026	51155	THOMAS HIBBEN	PHOTOGRAGHY-HOMECOMING & BASKETBALL	250.00
11	897	02/03/2026	38885	SCHOOL SAFE ID LLC	BADGE STICKERS-SEQUOYAH	112.95
11	898	02/04/2026	39214	ARVEST BANK	GT Testing KBIT - 2 kits	446.00
11	899	02/04/2026	4788	AMAZON	Office Supplies for Program Director 554	400.00
11	900	02/04/2026	4788	AMAZON	Office Supplies for Site Coordinator Sequoyah	200.00
11	901	02/04/2026	4788	AMAZON	Office Supplies for Site Coordinator Will Rogers	200.00
11	902	02/04/2026	4788	AMAZON	CLASSROOM SUPPLIES	100.00
11	903	02/04/2026	50442	IMMANUEL BAPTIST CHURCH	JTA SR CONFERENCE	100.00
11	904	02/04/2026	39214	ARVEST BANK	Food Purchases for FCS (Ford)	500.00
11	905	02/04/2026	39214	ARVEST BANK	CONFERENCE/HOTEL- TRANSPORTATION-TYLER CONNECT	2,500.00
11	906	02/04/2026	39214	ARVEST BANK	OAPT Annual Conference/Hotel	4,700.00
11	907	02/04/2026	4788	AMAZON	Labels for Sequoyah	100.00
11	908	02/04/2026	40405	RECOGNITION PRODUCTS, INC	GRADUATION DIPLOMAS AND COVERS	3,600.00
11	909	02/04/2026	50442	IMMANUEL BAPTIST CHURCH	SENIOR CONFERENCE VENUE	300.00
11	910	02/04/2026	38885	SCHOOL SAFE ID LLC	PAPER FOR PRINTER	200.00
11	911	02/05/2026	1597	UNITED SUBURBAN SCHOOLS ASSOC.	Spring Conference	100.00
11	912	02/05/2026	4788	AMAZON	SECC Charging Stations	800.00
11	913	01/20/2026	127	TEACHERS' RETIREMENT SYSTEM	TRS FIX	-1,256.43

Non-Payroll Total:	\$156,579.36
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Payroll Total:	\$0.00
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Balance Forward:	\$0.00
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Report Total:	\$156,579.36
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Encumbrance Register

Options: Year: 2025-2026, Date Range: 7/1/2025 - 6/30/2026, PO Range: 15 - 49999, Fund(s): 12 CO-OP FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
12	15	01/14/2026	34764	SCHOLASTIC LIBRARY PUBLISHING	ELL - Shawnee	175.00
12	16	02/04/2026	50460	NKS, LLC (d/b/a LITTLE SPONGES)	ELL - Shawnee	80.00
Non-Payroll Total:						\$255.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$255.00

Encumbrance Register

Options: Year: 2025-2026, Date Range: 7/1/2025 - 6/30/2026, PO Range: 166 - 49999, Fund(s): BUILDING

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	166	01/07/2026	40562	UNITED TURF & TRAC	HS TRACK REPAIR	9,800.00
21	167	01/19/2026	39214	ARVEST BANK	CLEARWATER PLUMBING	5,000.00
21	168	01/20/2026	51196	WAYNE M BUTI	AD-FLOOR COVERINGS PAAC AND MS GYMS	5,919.40
21	169	01/22/2026	39	GREAT PLAINS KUBOTA	SNOW REMOVAL	750.00
21	170	01/22/2026	40003	A1 DOZER	SAND, GRAVEL, & SNOW REMOVAL SERVICE	1,500.00
21	171	01/22/2026	40750	ZORO TOOLS INC	PLUMBING SUPPLIES	1,000.00
21	172	01/26/2026	36576	JERRY E MANKIN	DISTRICT PLUMBING REPAIRS	1,500.00
21	173	02/02/2026	36484	B&K LAWN SERVICE LLC-S	FERTILIZER APPLICATIONS- ATHLETICS FIELDS	2,700.00
Non-Payroll Total:						\$28,169.40
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$28,169.40

Encumbrance Register

Options: Year: 2025-2026, Date Range: 7/1/2025 - 6/30/2026, PO Range: 36 - 49999, Fund(s): 33 2023 BUILDING BOND FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
33	36	02/02/2026	32176	GOVCONNECTION, INC DBA	Xerox C235 Printer for MAINT. Director	395.00
33	37	02/02/2026	35092	GO CS INC	Football Pressbox	2,762.00
Non-Payroll Total:						\$3,157.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$3,157.00

Encumbrance Register

Options: Year: 2025-2026, Date Range: 7/1/2025 - 6/30/2026, PO Range: 55 - 49999, Fund(s): 81 GIFT FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
81	55	01/14/2026	39214	ARVEST BANK	SEF GRANT WOMACK-SEQ	340.00
81	56	01/20/2026	4788	AMAZON	MIDDLE SCHOOL NET-TENNIS	200.00
81	57	02/02/2026	4788	AMAZON	CHAMBLIN/GIRLS GOLF	456.05
81	58	02/04/2026	36659	ARVEST EQUIPMENT LEASING	BASEBALL TURF	100,000.00
Non-Payroll Total:						\$100,996.05
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$100,996.05



SHAWNEE PUBLIC SCHOOLS

326 North Union Ave. • Shawnee, OK 74801-7099 • (405) 273-0653

February 9, 2026

TO: Shawnee Board of Education
FROM: Tristan Wyatt, CFO
RE: Change Orders

For the month of February 2026, we have the following change order for FY26 expenditures:

PO #	Vendor	Original Amt	Increase to	Explanation
86-3	A&S ROOFING	\$863,033.37	\$928,626.16	Total does not exceed 10% of the original PO amount. Increase is due to additional construction costs and change will require board approval.

MEMO

To: The Board of Education
From: Anita Miller, School Activity Fund Clerk *AM*
Date: February 9, 2026
Subject: School Activity Fund Transfers

I am requesting the transfer of \$180.50 from various School Activity Funds to the Refunds & Reimbursement account # 942.

The transfer is to reimburse the bus driver's salary, FICA, and mileage for various trips taken during December 2025.

RECOMMENDATION: That the Board approves the transfer as presented.

DECEMBER ACTIVITY TRIP REPORT 2025

Account Name	Trip ID	Trip Description	Trip Date	Driver	Driving Time	Driver Rate	Sit Time	Sit Rate	Total Time	Distance	Total	District Paid	Within 30 Miles?	Adjusted Mileage	Adjusted Charges	
Account Name: 922 JTA																
922 JTA	AT-01896	JTA - GCTC Tour	12/4/2025	GRUDE, ROBERT	0	\$0.00	2	\$26.58	2	20	\$73.16	N	Y	0	\$ -	
922 JTA	AT-01896	JTA - GCTC Tour	12/4/2025	WELCH, JOYCE	0	\$0.00	2	\$28.74	2	20	\$77.48	N	Y	0	\$ -	
922 JTA	AT-01913	JTA - Sulphur	12/2/2025	RELIFORD, STEVEN	0	\$0.00	5	\$25.16	5	133	\$258.80	N	N	103	\$ 154.50	
922 JTA	AT-01939	JTA - Primrose	12/18/2025	LEWIS, GARY	0	\$0.00	2	\$29.46	2	9	\$67.92	N	Y	0	\$ -	
922 JTA	AT-01939	JTA - Primrose	12/18/2025	YOUNGBLOOD, DAVID	0	\$0.00	2	\$23.73	2	8	\$55.46	N	Y	0	\$ -	
922 JTA	AT-01965	JTA - OKANA	12/15/2025	WELLS, DOUGLAS	0	\$0.00	0	\$0.00	0	82	\$82.00	N	N	52	\$ 26.00	
														total	\$ 180.50	
															total	\$180.50

**APPLICATION FOR SANCTIONING
OF PARENT ORGANIZATIONS AND BOOSTER CLUBS**

Organization Name: Shawnee Indian Education Parent Committee Booster Club

Officer's Name	Position	Term Ends	Address	Phone Number
<u>Kate Butler</u>	<u>Chairperson</u>	<u>September 2026</u>	<u>428 S. Pennsylvania</u>	<u>(405) 765-6784</u>
<u>Daniel Castaneda</u>	<u>Secretary</u>	<u>September 2026</u>	<u>8 Red Oak.</u>	<u>(405) 585-3859</u>
<u>Terre Blanchard</u>	<u>Treasurer</u>	<u>September 2026</u>	<u>403 N. Mckinley</u>	<u>(405) 788-5730</u>
<u>Teresa Smith</u>	<u>Member</u>	<u>September 2026</u>	<u>515 W. Ford St.</u>	<u>(405) 915-4368</u>
<u>Justin Neely</u>	<u>Tribal Rep.</u>	<u>September 2026</u>	<u>726 N. Beard</u>	<u>(405) 432-9594</u>

Describe how officers are appointed or elected: SIEPC Booster Club membership is established through a general election in August or September according to SIEPC By Laws; nominations are taken, then it goes to a vote with majority winning the seat.

Are dues or fees required to be a member of the organization? Yes No
If yes, explain: _____

Describe the organization's purpose: The mission of the SIEPC is to have fundraising events for Native American students to assist with finances for food or necessary items for, field trips, scholarship workshops, motivational speakers and trainers as additional help in meeting the unique culturally related academic needs of Native Students.

Proposed list of fundraisers:	Month
A. <u>Indian Taco Sale</u>	<u>February</u>
B. <u>Indian Education Hand Game</u>	<u>March</u>
C. <u>Indian Education Powwow</u>	<u>May</u>
Proposed list of monetary contributions:	Est. Amount
A. <u>Citizen Potawatomi Nation (CPN)</u>	<u>\$2,000.00</u>
B. <u>Sac and Fox Nation (SF)</u>	<u>\$2,000.00</u>
C. <u>Absentee Shawnee Tribe (AST)</u>	<u>\$1,000.00</u>
Proposed list of material contributions:	Est. Value
A. <u>Use of CPN Dance Arena</u>	<u>\$1,000.00</u>
B. <u>Use of AST Dance Benches</u>	<u>\$250.00</u>
C. _____	_____

Please attach a copy of the organization's by-laws and/or constitution, surety bond, budget for previous year and current year, to this application and submit to the Superintendent. Reapplication for sanctioning is required annually.

Signature of Applicant: Kate Butler Date: 12-3-25

Adopted: July 23,2018
Revised:

Solar Energy Management Service Agreement (EMSA)

WHY THIS DOCUMENT MATTERS

The EMSA outlines the key terms for installing, operating, and maintaining a solar energy system on a designated property. It details the responsibilities and commitments between the service provider and the property owner, including system maintenance, payment structure, and term duration.



Introduction

This Solar Energy Management Service Agreement (“Agreement”) entered into between You and Us (collectively referred to as “Parties”), provides for energy generating solar panels (the “System”) to be engineered, designed, and installed at your Property by Installer. The System is owned, operated, and will be maintained by Us. In exchange for these Services, You agree to house the System on Your Property for twenty (20) years, unless this Agreement is terminated prior to, or extended, in accordance with the terms below. Annual service payments will be payable as provided in detail below. A detailed description of the System, along with other important terms and conditions are set forth below. This is a binding contractual Agreement. Please read all the information contained in this document along with exhibits and schedules thoroughly.

Key Terms

- We will procure the System and provide ongoing operational, maintenance, repair and related services at no additional cost to You during the Initial Term while We own the System subject to the terms of this Agreement.
- The expected first year energy production of the System is 652,826 kWh.
- The Annual Service Rate is \$68,500 for year 1, to increase 0% annually thereafter during the Initial Term.
- The Annual Service Rate is \$1,750 per year during any Extended Term.

Contract Date

12/18/2025 (the “Effective Date”)

Provider

{{provider-company}}

{{provider-street}}

{{provider-city}}, {{provider-state}} {{provider-zip}}

Telephone: {{provider-phone}}

Email: {{provider-email}}

(together with its successors and assigns, “**We**,” “**Our**,” “**Us**,” or “**Provider**”)

Customer Name and Information

Shawnee Middle School

{{customer-name}}

{{customer-street}},

{{customer-city}}, {{customer-state}} {{customer-zip}}

Email: {{customer-email}}

(together with its successors and assigns, “**You**,” “**Your**,” or “**Customer**”)

Solar Energy Engineering, Procurement, and Construction Company

EightTwenty Oklahoma, LLC

1825 N Walnut Ave,

Oklahoma City, Oklahoma 73105

Telephone: 405-256-2087 (OKC)

Contractor #095963

(“**Installer**” or “**EightTwenty**”)

Property Address

4300 North Union Avenue

Shawnee, Oklahoma 74804

(“**Property**”)



Solar Energy Management Service Agreement

Article 1: Installation and System Description

- 1.1. **Introduction.** This Solar Energy Management Service Agreement (the “Agreement”) memorializes the agreement between the Parties relating to the procurement, service, and maintenance of the System. You represent that You own, directly or indirectly, the Property and that You desire to have a Solar Photovoltaic Generation System installed at the Property. You agree to house the System during the Term of this Agreement and to accept all of the energy produced by the System during the Term (“Energy Production”).
- 1.2. **Installation.** We have engaged Installer, an experienced solar energy, engineering, procurement, and construction and general contracting company, to design and install the System. The System will be installed by Installer according to an installation agreement between Us and the Installer (the “Installation Agreement”). We will purchase the System from Installer. Installer may, in Installer’s sole discretion, engage subcontractors to perform work under the Installation Agreement, provided, the Installer shall fully pay said subcontractors and in all instances remain responsible for the performance of the Installation Agreement.
- 1.3. **Initial Design.** The initial design and engineering of the System results in, among other things, those System Characteristics attached hereto as Schedule 1.2.
- 1.4. **Change in System Parameters.** After the final System design, the initial parameters of the System Characteristics may change and We will revise the estimated energy production pursuant to Installer’s as-built specifications. We will document those changes in an amendment. You authorize Us to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement that we both sign.
- 1.5. **Alteration to Design.** Installer may decide, in its sole discretion, that it is necessary to alter the stated design of the System Characteristics in order to comply with utility company requirements or structural engineering requirements. Changes to the System Characteristics may also occur due to changes that occur at the Property. The design of the System Characteristics may also be altered at Your request, provided Installer consents to the requested change, and such consent will not be unreasonably withheld.
- 1.6. **Change Orders.** If a remedy to the original design requires substantial modification, Installer will submit a request in writing to You and the Provider summarizing all needed design changes, material additions and subtractions, and any additional cost (“Change Order”). If the cost to alter the System is so substantial as to render the installation of the System economically unviable, both You and the Provider retain the right to refuse the installation of the System and to terminate this Agreement.

Article 2: Term

- 2.1. **Initial Term.** We agree to provide the Services described in this Agreement, to You, for twenty (20) years (equal to 240 months), beginning on the day the System is in a condition to be used for its intended purpose (the “Interconnection Date”), unless this Agreement is otherwise terminated in accordance with the early termination provisions set forth in Article 8 (the “Initial Term”). Provider or Installer will notify You in writing when the System is ready to be turned on.



- 2.2. **Term Extension.** You may terminate the Agreement for any reason at the end of the Initial Term or any subsequent Term of the Agreement as provided in this Section 2.2. If no written notice is given, then there is one potential Extended Term as set out below.
- 2.2.1. If We believe Services may be appropriate based on the scope and scale of the project beyond the Initial Term, We may, but shall not be required to, provide Ninety (90) days written notice before the expiration of the Initial Term that it would be appropriate for the Agreement to continue for another ten (10) year term ("Extended Term"). Upon receipt of such notice, You will have until thirty (30) days prior to the expiration of the Initial Term to provide Us with written notice confirming or rejecting the extension (a "Confirmation Notice").
- 2.2.2. If You do not provide a Confirmation Notice before the expiration of the Initial Term as provided in Section 2.2.1, You will be deemed to have confirmed the extension and the Agreement will continue for the Extended Term.
- 2.2.3. The Agreement will terminate upon the expiration of the Extended Term unless this Agreement is earlier terminated pursuant to this Agreement. The Initial Term and the Extended Term are each individually and collectively referred to herein as the "Term."
- 2.2.4. Any written notices described in this Section 2.2 may be made by electronic mail transmission as provided in Section 22.4.

Article 3: Conditions Precedent

- 3.1. As a condition precedent to our obligation to cause the System to be installed at the Property, and our agreement to provide the Services set forth herein, the following conditions must be met:
- 3.1.1. Installer finalizing the design and engineering of the System.
- 3.1.2. Due diligence required to confirm the suitability of the Property for the construction, installation, and proper operation of the System. In connection with this condition, You agree to permit the Installer, Provider, or their agents to access the Property to assess the Property. Installer or Provider will provide You with forty-eight (48) hours' notice prior to any physical inspection of the Property.
- 3.1.3. Confirmation of all required zoning, land use and building permits. In connection with this condition, You agree to permit access to the Property to any person whose inspection of the System or Property is necessary to the permitting, zoning, interconnection, insurance assessment, environmental assessment, property value assessment, or other assessment of the System.
- 3.1.4. Completion of any improvements, renovations, or changes reasonably required at or on the Property to facilitate the safe installation of the System, such as tree removal or roof repairs.
- 3.1.5. Proof of insurance covering the Property or the System as may be provided in this Agreement.
- 3.1.6. Proof that You are the fee simple owner of the Property or that You have authority to install the System on the Property.



- 3.1.7. If Your Property is subject to any applicable third-party regulations or rules (including, but not limited to, any homeowner's association, design committee, historic preservation district, or any other organization whose approval is required in order to undertake modification to the Property), Your receipt of all approvals and required authorizations relating to the installation and ongoing operation of the System.
- 3.2. We may terminate this Agreement without liability if, in Our reasonable judgment, any of the above listed conditions will not be satisfied for reasons or have not been met within sixty (60) days of the Effective Date. If for any reason Your failure to perform any of the above-listed conditions causes harm to Us, We reserve the right to pursue all available legal remedies.

Article 4: Service Obligations

- 4.1. **Installation Services.** In accordance with this Agreement, We agree to the following:
- 4.1.1. Installation Coordination. We will coordinate the scheduling of the System installation and any other work that needs to be done to the System at a mutually convenient date and time for You and Installer.
- 4.1.2. System Construction. We will ensure the System is constructed in accordance with all applicable laws, prudent electrical practices, the terms of this Agreement, and that once complete the System meets the System Characteristics. For purposes of this Agreement, the term "Prudent Electrical Practices" shall mean the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy systems of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.
- 4.1.3. Installation Cleanup. We will ensure that the Property is cleaned up after Installation and restored to its preinstallation condition.
- 4.2. **System Operation.** We agree to operate the System in accordance with all applicable laws, prudent electrical practices, and the terms of this Agreement and deliver You the power generated by the System ("System Operation Services") during each Fiscal Year for which System Operation Services are mutually ratified under Section 6.4.
- 4.3. **Maintenance.** We agree to maintain, clean, or repair the System in accordance with all applicable law, Prudent Electrical Practices, during the Initial Term of this Agreement. Maintenance services provided for herein include routine System service visits, as deemed necessary in Our sole discretion. Provided however, if the System requires maintenance, cleaning, or repair services during any Extended Term, the Parties must mutually agree in writing that such services are required, and We may invoice You for standard time and material rates at the time of use of such services.



- 4.4. **Repairs.** During the Initial Term, We agree to repair the System in accordance with all applicable laws and prudent electrical practices. In the event the System needs repair, We will cooperate with You and promptly arrange for System repairs at a date and time that is convenient for You. We will oversee repair work and ensure, to the best of our ability, that the repair work is completed in compliance with all applicable laws and then current, prudent electrical practices, with the goal of restoring the System as soon as reasonably practicable. Provided, if repair services are required during any Extended Term, the Parties must mutually agree in writing that such services are required, and We may invoice You for standard time and material rates at the time of such services.
- 4.5. **Warranty.** As long as We own the System, We will maintain the Limited Warranty relating to the System as specifically set forth in this Agreement. As long as We own the System, We will be responsible for making any claims under the Limited Warranty and We will enforce the Limited Warranty to the fullest extent possible pursuant to Article 10.
- 4.6. **System Monitoring.** As long as we own the System, We will monitor the condition and performance of the System. We will notify You if We think the System is damaged or appears unsafe. We will also provide You with web-enabled monitoring equipment to accurately measure the amount of power the System delivers to You, provided you maintain high speed internet as agreed herein. The monitoring system will capture historical energy generation data over an internet connection and consists of hardware located on site and software hosted offsite. If the System is not operating within normal ranges, the monitoring will alert Us and We will remedy any material issues as promptly as reasonably possible. Any "hardware" monitoring equipment installed at the System by Us shall be considered a System component, and any of Your or Our obligations regarding the System shall fully extend to such monitoring equipment. The Monitoring requires a high-speed internet line to operate. If You do not have and maintain a working high-speed internet line, We will not be able to monitor the System and provide You with a performance guarantee or provide Monitoring. Further, if Monitoring is not operational, We will be required to estimate Your power usage as set forth in the Agreement.
- 4.7. **Accommodations for Property Repairs.** If You want to make any alterations, repairs or improvements to the Property that could interfere with the System (such as altering or repairing the roof or project site where the System is located), We will, as long as We own the System, temporarily remove the System, at Your expense, for such alterations, repairs, or improvements. You will need to provide storage space for the System, if any, during such time. After You have completed Your alteration, repair or improvement work, We will reinstall the System at Your expense.
- 4.8. **Accommodations for Moving.** Where permitted under this Agreement, as long as we own the System, We will work with You to move and reinstall the System to Your new Property. We will conduct an audit of Your existing Property and new property to determine if a move is commercially feasible. This audit will cost Two Hundred Fifty Dollars (\$250.00). If We determine, in our sole and absolute discretion, that a move is feasible, We will move the System at Your expense.

Article 5: Your Obligations

- 5.1. **Your Obligations.** During the Term, in addition to the Your obligations set forth in other sections of this Agreement, You agree to:
- 5.1.1. only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;



- 5.1.2. keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when it was installed;
 - 5.1.3. be responsible for preventing or remedying any condition at the Property that may affect the installation of the System (e.g. blocking access to project site, or removing a tree that is in the way);
 - 5.1.4. not remove any markings or identification tags on the System;
 - 5.1.5. allow Us, after provided reasonable notice, access to the System to inspect for proper operation as we determine, in our sole discretion, is necessary;
 - 5.1.6. refrain from taking any action that would cause the System not to operate as intended;
 - 5.1.7. prevent or remedy, as the case may be, any condition or circumstance that may cause (or is causing) the System not to operate as intended;
 - 5.1.8. undertake reasonable security measures to protect the System against theft;
 - 5.1.9. notify Us promptly if you think the System is damaged or appears unsafe; if any part of the System is stolen; and prior to changing your power supplier;
 - 5.1.10. have a person with sufficient authority execute this Agreement and any necessary related documents;
 - 5.1.11. return any documents we send you for signature within seven (7) days of receiving them; and
 - 5.1.12. Maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s).
- 5.2. **No System Alterations.** You agree that as long as We own the System, You will not make any modifications, improvements, revisions or additions to the System or monitoring equipment, or take any other action that could void the System's Limited Warranty without Our prior written consent. Any modifications, improvements, revisions or additions to the System will become part of the System and shall be Our property.
- 5.3. **Access to System.** You agree to allow Us, Our contractors, agents, and employees access to the Property as necessary for the purposes of installing, operating, repairing, removing and other required actions pursuant to the License provided in Article 13.

Article 6: Required Payments

- 6.1. **Installation.** There are no installation costs for You.



- 6.2. **Service Rate.** Your annual service rate in the first year is \$68,500 ("Service Rate") with the Service Rate increasing 0% annually thereafter during the Initial Term. During any Extended Term, the Service Rate is \$1,750 annually.
- 6.3. **Service Rate Payments.** Notwithstanding anything contained herein, the Service Rate payment shall only be owed to Us in Fiscal Years where You use our Services pursuant to Section 6.4. The Service Payment shall be payable in quarterly installments starting on the fifteenth (15th) day of the last month of each calendar quarter in any Fiscal Year that You use Our Services during the Term (e.g. March 15th, June 15th, September 15th, and December 15th).
- 6.4. **Mutual Ratification.** We acknowledge that Your board of education must annually approve both (i) Your utilization of Our System Operation Services and (ii) the payment of the Service Rate as provided in this Agreement (the "Financial Obligation") for each fiscal year, defined as the period from July 1st to June 30th (each such period a "Fiscal Year"). Accordingly, for each Fiscal Year during the Term, the Parties shall endeavor to mutually ratify in writing the continuation of Our System Operation Services and the Financial Obligations under this Agreement no later than May 1st preceding the applicable Fiscal Year, in compliance with applicable Oklahoma law.
- 6.4.1. **Effect of Non-Ratification.** If mutual ratification does not occur for any Fiscal Year during the Term, this Agreement shall not terminate and shall remain in full force and effect for the entire Term, subject to the following:
- (i) We shall have no obligation to provide the System Operation Services for that Fiscal Year;
 - (ii) You shall have no Financial Obligation for that Fiscal Year;
 - (iii) the Parties may, at their discretion, later mutually ratify the continuation of Our System Operation Services and the Financial Obligations under this Agreement in writing, consistent with Oklahoma law. Should You elect to utilize Our System Operation Services in any Fiscal Year following non-ratification, the Service Rate and terms set forth in this Agreement shall remain in effect and apply to such Fiscal Year, regardless of prior ratification status for that Fiscal Year or any prior Fiscal Year during the Term; and
 - (iv) We may, in our sole discretion, elect to terminate this Agreement and remove the System pursuant to Section 16.5.
- 6.4.2. **Clarification of Non-Termination.** For the avoidance of doubt, the failure to mutually ratify this Agreement for any Fiscal Year shall neither automatically terminate the Agreement nor preclude You from utilizing Our System Operation Services in that Fiscal Year or any subsequent Fiscal Year during the Term, provided the Parties subsequently complete mutual ratification in writing as required by Oklahoma law. Upon such ratification, Your utilization of Our System Operation Services and payment of the Financial Obligation shall resume under the terms herein.

Article 7: Power Production Reconciliation



- 7.1. **Actual Versus Estimated Power Production.** It can be reasonably expected that, due to weather conditions and physical module degradation, actual power production measured will differ from that which is projected in this Agreement. During the Initial Term, if We find that actual System kWh production is less than the Guaranteed Energy Production for reasons neither Party can control, We will do one of two things at Our sole discretion (each individually and collectively a “Performance Reconciliation”):
- 7.1.1. Contract with Installer, or any other contractor, for the installation of additional equipment on the Property for the purpose of raising energy production to the Guaranteed Energy Production level. This additional service will come at no cost to You.
 - 7.1.2. Alternatively, We may, in Our sole discretion, choose to reimburse You for an amount commensurate with the difference between actual Energy Production and Guaranteed Energy Production levels. For each percentage point that the sum of the actual Energy Production is below the Guaranteed Energy Production, the “Low Performance Compensation Amount” shall be one (1%) of the Annual Service Rate. Measurements made by the Provider to compare actual Energy Production with Guaranteed Energy Production will occur at the end of the first year of the Term of this Agreement.
 - 7.1.3. For clarity and avoidance of doubt, the Parties acknowledge that (i) there is no Guaranteed Energy Production during any Extended Term; and (ii) Provider shall not provide a Performance Reconciliation pursuant to this Section 7.1 during any Extended Term.
- 7.2. **Effect of Events Outside Our Control.** We may, in measuring performance of the System, adjust its actual performance to such a degree as to account for events outside of Our control, including, but not limited to, any Force Majeure Event, significant global and/or local climatic/environmental event, such as volcanic eruption(s), forest fire(s), unusually long periods of cloud cover (outside of standard weather patterns for the Property), or other event which impacts either solar irradiance or ambient temperature outside of Our control, shut-downs caused by You (including shut-downs due to non-ratification pursuant to Section 6.4), and shut-downs of distribution or utility grid, or an occurrence whereby replacement parts, materials or services necessary for the System are unavailable or delayed and such unavailability or delay is not a result of Our acts or omissions. We will make these adjustments in accordance with standard, equitable, and reasonable expected production values and consider such estimates to actual measured values for the purposes of compliance with this Agreement. We shall, in the event of any disconnection of the System from its internet connection, estimate Energy Production in lieu of actual measurement until such time as the internet connection is restored.



- 7.3. **Estimated Production Adjustment.** If (i) the System is shut down for more than Three (3) full Twenty-Four (24) hour days cumulatively during the Initial Term because of Your actions; or (ii) You take some action that significantly reduces the output of the System; or (iii) You do not trim Your trees or other vegetation to avoid foliage growth from shading the System; or (iv) the System is not reporting production to Us; or (v) the System is removed or replaced for Property renovations or repairs or re-roofing (if applicable); or the System is moved to Your new property; or (vi) there is loss, damage, theft, or destruction of the System; or (vii) the output of the System is reduced due to You not using our Services for any period of time (including shut-downs due to non-ratification pursuant to Section 6.4), then We will reasonably estimate the amount of energy that would have been delivered to You during such System or reporting outages or reduced production periods through Prudent Electrical Practices, including, without limitation, through historical performance of the System ("Estimated Production") and shall consider Estimated Production as actual production for purposes of this Article 7.
- 7.4. **Utility Savings Notice.** Utility rates and rate structures are subject to change, as is your energy usage or consumption patterns. These changes cannot be accurately predicted and therefore we neither guarantee nor project any savings regarding your utility charges during the Term of this Agreement.

Article 8: Purchase Options

- 8.1. **Purchase Option.** At the end of the Term or upon exercising your right pursuant to Section 8.2.1., You will have the right to purchase the System from Us (the "Purchase Option"). The purchase price for the System will reflect the Fair Market Value of the System as provided in Schedule 8.1 pursuant to the procedure outlined in Section 8.2.
- 8.2. **Exercising the Purchase Option.** You have the right to terminate this Agreement by exercising the Purchase Option prior to the end of the Term as detailed below. To exercise the Purchase Option You need to give Us at least One (1) month's, but not more than Three (3) months' prior written notice. You have the right to exercise the Purchase Option as follows:
- 8.2.1. Early Termination of Agreement. At the end of the sixth (6th) year from the beginning of the Term or any time thereafter, You have the right to terminate this Agreement by exercising the Purchase Option. The purchase price for the System shall equal the Fair Market Value as provided in Schedule 8.1 (the "Purchase Price"). If You exercise Your right under this Section 8.2.1 You will be the owner of the System and the obligations under this Agreement will be terminated at Closing.
- 8.2.2. Closing and Deliverables. If the Purchase Option is exercised, the closing of the purchase shall take place upon the execution and exchange of a mutually agreeable asset purchase agreement that will contain customary terms and conditions, including those provided in Section 8.3. on the later of: (i) the date provided in your written notice to execute the Purchase Option, or (ii) such reasonable date as mutually agreed by You and Us (the "Closing"). At Closing each Party will deliver the following:



8.2.2.1 We shall deliver

- (i) an executed copy of the mutually agreeable purchase agreement;
- (ii) an executed copy of other instruments of conveyance as You may reasonably require to transfer to You good, valid and marketable title and beneficial ownership of the System, free and clear of all liens, claims, security interests, encumbrances or other charges of any kind;
- (iii) a financing statement amendment to the UCC-1 Filing, if any, terminating Our secured interest; and
- (iv) such other instruments and documents of conveyance or assignment as may be reasonably necessary to transfer the Assets being acquired, and to carry out the requirements and intent hereof.

8.2.2.2 You shall deliver

- (i) an executed copy of the mutually agreeable purchase agreement;
- (ii) cash in the amount of the Purchase Price; and
- (iii) such other instruments and documents of conveyance or assignment as may be reasonably necessary to transfer the Assets being acquired, and to carry out the requirements and intent hereof.

- 8.3. **System Sold As-Is.** Any purchase of the System shall be on an as-is, where-is basis, and We shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that We shall assign to You the Limited Warranty, if any, that are in effect as of the purchase, and which are assignable pursuant to their terms.

Article 9: Intentionally Omitted and Reserved

Article 10: Limited Warranty

- 10.1. **Warranty.** Provider shall execute any System warranties offered to Provider (collectively, the “Limited Warranty”), when applicable, to the fullest extent possible. Provider will make available the details of any such Warranty upon Your request.
- 10.2. **Claims Under Warranties.** As long as We own the System, We will be responsible to make any and all claims under the Limited Warranty and We will enforce the Warranty to the fullest extent possible.
- 10.3. **Assignment of Warranty.** If You acquire the System pursuant to Article 8, We shall, to the extent permissible, assign to You the Limited Warranty at no additional cost to You.
- 10.4. **Exclusions and Disclaimer.** The Limited Warranty does not warrant any specific electrical performance of the System other than that described above. Snow or ice may accumulate on rooftops and on solar panels during snowstorms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. You acknowledge that We are not responsible for any such damage or harm. Further, the Limited Warranty does not apply to any lost energy production or any repair, replacement or correction required to the System due to the following:
- 10.4.1. Someone other than Us or Our approved service providers altered, installed, removed, re-installed or repaired the System;



- 10.4.2. Destruction or damage to the System or its ability to safely produce energy not caused by Us or Our approved service providers while servicing the System (e.g., if a tree falls on the System We will replace the System per the Agreement, but We will not repay You for power it did not produce);
- 10.4.3. Your failure to perform, or breach of, Your obligations under the Agreement (e.g., You modify or alter the System);
- 10.4.4. Your breach of the Limited Warranty, including Your being unavailable to provide access or assistance to Us in diagnosing or repairing a problem;
- 10.4.5. Any Force Majeure Event (as defined in Article 18 below);
- 10.4.6. Shading from foliage that is new growth or is not kept trimmed to prevent such shading;
- 10.4.7. Any System failure or lost production not caused by a System defect (e.g., the System is not producing energy because it has been removed to make roof or project site repairs or You have required Us to locate the inverter in a non-shaded area); and
- 10.4.8. Damage or loss to the System due to impact with falling objects thrown or dropped by a person.

EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. By signing this Agreement, You acknowledge and agree that the Limited Warranty identified herein is the sole guarantee of System performance. No other warranties expressed or implied, as to the merchantability, fitness for any particular purpose, condition, design, capacity, suitability, or performance of the System or its installation have been made. Provider and Installer, along with all representatives, agents, and beneficiaries of both parties disclaim and waive any warranty with respect to cost savings either stated or implied within this Agreement or any related document.

Article 11: Limitation of Liability

- 11.1. **Limitation of Liability.** UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

Article 12: Transfer



- 12.1. You understand and agree that We may, without Your consent, sell, assign, or otherwise transfer any or all of our right, title, and interest in and to the System and all our rights and responsibilities associated with this Agreement. Therefore, We may, (i) without Your consent or notice (except as required by applicable law), assign, mortgage, pledge, or otherwise collaterally assign the System or this Agreement or any rights hereunder to any financing party, lender, or tax equity investor, or (ii) without Your consent, but upon reasonable notice to You, assign this Agreement to an affiliate or successor entity, provided that such assignee has comparable financial and operational capabilities. As long as You are not in default of this Agreement, any assignment, transfer, or enforcement of a security interest in the System by Provider or any lender of Provider pursuant to this Section 12.1 shall be subject to the terms and conditions of this Agreement. For clarity and avoidance of doubt, in the event of the assignment of this Agreement by Provider, Your rights, responsibilities and obligations hereunder, will not change. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns. You agree to execute any consents, estoppels, or acknowledgments reasonably requested by Us or any financing party in connection with such assignment, provided they do not materially alter Your rights or obligations hereunder.

Article 13: Site License

- 13.1. **License.** Customer hereby provides a license to Provider, and Provider hereby accepts from Customer in accordance with the terms hereof a license to use those portions of the Property useful for locating the System (the "Site"), for the sole purposes of installing, operating, and maintaining the System and uses ancillary thereto (the "License"). The License shall survive for a period of one hundred eighty (180) days following the expiration or termination of this Agreement. However, if Customer exercises their Purchase Option provided in Section 8.1, the License shall terminate at Closing of the purchase of the System. Without limiting the generality of the foregoing, and subject to the Provider covenants set forth herein, as a result of the License rights set forth herein, Provider has the right to:
- 13.1.1. Develop, erect, construct, install, replace, repair, relocate, remove, maintain, operate, and use the System, underground and aboveground electrical transmission and communications lines related to the operation of the System, electric transformers, telecommunications equipment, roads, meteorological towers and weather/solar measurement equipment, and related facilities and equipment;
 - 13.1.2. The right to capture and to convert any or all of the solar resources of the Site;
 - 13.1.3. The right to conduct, on the Site, environmental and meteorological studies as may be necessary to properly operate the System;
 - 13.1.4. The right of pedestrian and vehicular ingress, egress, and access over and across the Site;
 - 13.1.5. The right of subjacent and lateral support to whatever is necessary for the operation and maintenance of improvements on the Site and other property used in connection with improvements;
 - 13.1.6. The right to undertake any other activities, whether accomplished by Provider or a third party authorized by Provider, that are reasonably necessary, useful or appropriate to accomplish any of the purposes or uses of the Agreement set forth above.



- 13.2. **Use of Rights; Hours of Access.** Provider shall exercise these License rights in a manner that minimizes inconvenience to Customer. Provider contractors, agents, and employees have a right to access the Property as necessary for the purposes of installing, operating, repairing, removing and other required actions described in Section 13.1 related to the System during daytime hours and with reasonable notice (i.e., 48 hours prior notice). However, in case of an emergency, Provider may access the Property at any time upon notice. During the time that Provider has access rights Customer shall ensure that Provider access rights are preserved and shall not interfere with or permit any third-party to interfere with such rights or access.
- 13.3. **Rent.** Apart from the provision of Services, and the sum of One Dollar (\$1.00) declared in hand, no other rent shall be due from Provider hereunder.
- 13.4. **Acknowledgments.** Customer covenants that it will notify Provider in writing if any third party obtains an interest in the Property including, without limitation, any lenders to Customer or holders of any liens or encumbrances on the Property. Customer also agrees that it will continue to carry appropriate Property insurance covering the Site.

Article 14: Ownership of System, Tax Credits, Rebates

- 14.1. **System Ownership.** By signing this Agreement, You agree and acknowledge that the System is not a fixture, rather it is Our personal property under the Uniform Commercial Code. You agree that We have the right to file a UCC-1 financing statement ("UCC-1 Filing"), once the System is installed, that confirms Our interest in the System.
- 14.2. **Not a Contract to Sell.** You understand and agree that this Agreement is not a contract to sell the System to You. We own the System and all its parts, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Us, and shall at Your expense protect and defend Us against the same.
- 14.3. **Tax Credits and Rebates.** You understand and agree that any and all tax credits and other tax benefits, such as depreciation, are Our property and for Our benefit, usable at Our sole discretion. We understand and agree that any and all incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the System are Your property and for Your benefit. You shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. We agree to reasonably cooperate with You so that You may claim these incentives and benefits.
- 14.4. **Service Contract.** We both intend this Agreement to be a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code. You agree that as long as You have not exercised Your right to terminate this Agreement or Your purchase option pursuant to this Agreement that: (i) You have no right to operate the System; (ii) You will not bear any financial burden if the System fails to perform due to Our fault; (iii) You will not receive any financial benefit if the operating costs are less than the standards of performance or operation; and (iv) You will not have any options to buy the System at a fixed and determinable price other than as set forth herein, and We and You agree that any fixed purchase price set forth herein is reasonably expected not to be less than the fair market value of the System at the time the option is exercised. Provided further, We both intend this Agreement shall not constitute a "debt" pursuant to Okla. Const. Article X, Section 26.

Article 15: Indemnity



- 15.1. To the fullest extent permitted by law, both We and You shall indemnify, defend, protect, save and hold harmless the other party and the other party's employees, officers, directors, agents, successors, contractors, and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature ("Claims") arising out of, connected with, relating to or resulting from the indemnifying party's gross negligence or willful misconduct; provided, that nothing herein shall require either party to indemnify the other party for any Claims to the extent arising out of, connected with, relating to or resulting from the indemnified party's gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

Article 16: Selling Property, Transferability, System Removal

- 16.1. **Selling Your Property.** If You sell Your Property You can purchase the System as provided for in Section 8.1, or upon our written consent, You can elect to:
- 16.1.1. Transfer this Agreement and the Service Rates, if any. The person/entity buying the Property (the "Property Buyer") can sign a transfer agreement assuming all of Your rights and obligations under this Agreement; or
- 16.1.2. Move the System to Your new property. Where permitted by the utility(s), the System can be moved to Your new property pursuant to Section 4.8. You will need to provide the same rights to Us as provided for in this Agreement and provide any third-party consents or releases required by Us in connection with the substitute property and meet other relevant requirements of Article 3 that We may determine applicable in our sole discretion.
- 16.1.3. Notice Required: In case of electing either of the above options, You agree to give Us at least thirty (30) days but not more than Three (3) months prior written notice if You want someone to assume Your Agreement obligations. In connection with this assumption, You, Your Property Buyer and We shall execute a written transfer of this Agreement.
- 16.2. **Default.** If You sell the Property and do not comply with any of the options above, You will be in default under this Agreement.
- 16.3. **Transferability.** This Agreement is free of any restrictions that would prevent the Property owner from freely transferring the Property. We will not prohibit the sale, conveyance or refinancing of the Property. We may choose to file a UCC-1 Filing that preserves Our rights in the System. The UCC-1 Filing is intended only to give notice of Our rights relating to the System and is not a lien or encumbrance against the Property. We shall explain the UCC-1 Filing to any subsequent purchasers of the Property and any related lenders as requested. We shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.
- 16.4. EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.



- 16.5. **System Removal.** Provider will remove, or cause to be removed, the System from the Property within One Hundred Eighty (180) days after (i) the end of the Term at no cost to You, provided You are not in default of this Agreement; (ii) the termination of this Agreement at Your cost and expense as a result of Your default under this Agreement; or (iii) the termination of this Agreement at Your cost and expense as a result of Our election pursuant to Section 6.4.1. At the end of the Term, provided You are not in default of this Agreement, We will return the project site (and/or roof as applicable) as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). You agree to reasonably cooperate with Us in removing the System, given at least forty-eight (48) hours' notice, including providing necessary access, space, and storage, and We will reasonably cooperate with You to schedule removal in a time and manner that minimizes inconvenience to You. Costs and expenses related to the removal of the System under Section 16.5 include reasonable costs associated with equipment, labor, transportation, storage fees, site restoration, reinstallation at a new site, and other expenses related to the System's disposition in an estimated amount between \$300,000 and \$460,000 not to exceed \$460,000.

Article 17: Insurance

- 17.1. **Insurance, Damage to System.**
- 17.1.1. **System Insurance.** Provider shall maintain in full force and effect throughout the Term, with an insurance company with an A.M. Best rating of A-VII or better, property insurance covering risk of loss or damage to the System and in an amount equal to its functional replacement cost. THE POLICY SHALL INCLUDE COVERAGE FOR THEFT AND, WHERE APPLICABLE, COVERAGE FOR EARTHQUAKE, FLOOD, HAIL, AND WIND and shall name Provider as loss payee. IF ANY DAMAGE TO OR LOSS OF THE SYSTEM IS CAUSED BY AN UNINSURED PERIL, PROVIDER SHALL NOT BE OBLIGATED TO REPAIR OR REPLACE THE SYSTEM PURSUANT TO THIS AGREEMENT. Upon request, the Provider shall furnish current certificates of insurance evidencing the insurance required hereunder. The Parties hereby acknowledge that as of the Effective Date, the policy shall be provided by Brightwell Capital Partners, LLC. The Provider shall provide the Customer with at least Thirty (30) days' prior written notice of amendment or cancellation of this policy. The Provider is responsible for filing claims and satisfying any deductible requirements under the insurance policy required by this Section.
- 17.1.2. **Risk of Loss; Generally.** We will retain title to and be the legal and beneficial owner of the System and the System shall remain Our personal property and shall not attach to or be deemed a part or fixture of the Property. We may file one or more precautionary financing statements in jurisdictions We deem it appropriate with respect to the System in order to protect Our rights in the System.
- 17.1.3. **Risk of Loss; Gross Negligence.** Unless You are grossly negligent or You intentionally damage the System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse You from Your obligations under this Agreement, including the Service Rates, if any.



- 17.1.4. **Risk of Loss; No Fault.** If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and You are not in default under this Agreement, You shall continue to timely make all Service Rate payments and pay all other amounts due under the Agreement and cooperate with Us, at Our sole cost and expense, to have the System repaired pursuant to the Terms of this Agreement.
- 17.1.5. **Risk of Loss; Total Destruction.** Upon the total damage, destruction, or loss of the System, or, in the reasonable opinion of the insurance provider, the System is determined to have experienced a constructive total loss, We shall repair or replace the System absent an agreement in writing between You and Us not to do so, by using the insurance proceeds with respect to the System as quickly as possible. If You and Us jointly agree not to proceed with any repair or replacement work, (i) You and Us together may elect to terminate this Agreement and the termination shall be effective immediately upon delivery of the notice and (ii) any difference between such amount and the insurance proceeds shall be owed to Us.
- 17.1.6. **General Liability and Excess Liability.** The Parties hereby acknowledge that as of the Effective Date, general liability and excess liability insurance in relation to the System shall be provided by Brightwell Capital Partners, LLC. So long as this insurance coverage is maintained, the Provider shall cause both the Provider and the Customer to be listed as an additional insured under the insurance policy. The Provider shall provide the Customer with at least Thirty (30) days' prior written notice of amendment or cancellation of this policy. The Provider is responsible for filing claims and satisfying any deductible requirements under the insurance policy required by this Section.

Article 18: Force Majeure

- 18.1. **"Force Majeure"** means an unusual, unexpected and significant event: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (a) any occurrence or event that merely increases the costs or causes an economic hardship to a Party, (b) any occurrence or event that was caused, in whole or in material part, by the Party claiming the Force Majeure, (c) Provider's ability to sell the energy at a price greater than that set out in this Agreement, or (d) Customer's ability to procure the energy at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely take the actions necessary to obtain and maintain all necessary permits, a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure.



- 18.2. If Force Majeure prevents a Party from fulfilling any obligations under this Agreement, the Party affected by Force Majeure ("Affected Party") shall promptly notify the other Party, either in writing or via the telephone, of the existence of such Force Majeure. The notification must specify in reasonable detail the circumstances of the Force Majeure, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure until such Force Majeure ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure cannot be mitigated by the use of commercially reasonable efforts. The Affected Party will use commercially reasonable efforts to resume its performance as soon as possible. If a Party claims it is delayed in, or prevented from performing or carrying out any of the agreements, covenants and obligations under this Agreement by reason of claiming Force Majeure for a period of (i) 120 consecutive calendar days or longer or (ii) a total of 240 calendar days in any 12-month period, then the Party not claiming Force Majeure may terminate this Agreement and neither Party shall have any liability to the other as a result of such termination, provided, however, that Customer shall pay Provider for energy sold prior to such termination.

Article 19: Defaults and Remedies

- 19.1. **Default.** A default under this Agreement occurs in any one of the following circumstances:
- 19.1.1. A Party fails to make any payment when it is due and such failure continues for a period of Fourteen (14) days following written notice by the non-default party;
 - 19.1.2. A Party fails to perform any material obligation, including the obligation for insurance, and such failure continues uncured for a period of fourteen (14) days after written notice thereof by the non-defaulting Party;
 - 19.1.3. You assign, transfer, encumber, sublet or sell this Agreement or any part of the System without Our prior written consent, which consent shall not be unreasonably withheld; or
 - 19.1.4. A Party or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.
- 19.2. **Our Remedies if You default.** If You are in default, We may take any one or more of the following actions. We will give You notice and wait any period of time required before taking any of these actions, as required by law. We may:
- 19.2.1. terminate this Agreement.
 - 19.2.2. take any reasonable action to correct Your default or to prevent Our loss; any amount We pay will be added to the amount You owe Us and will be immediately due;
 - 19.2.3. require You, at Your expense, to return the System or make it available to Us in a reasonable manner;
 - 19.2.4. proceed, by appropriate court action, including but not limited to seeking injunctive relief in the event a monetary default, to enforce performance of this Agreement and to recover damages for Your breach;



- 19.2.5. disconnect, turn off or take back the System by legal process or self-help, but We may not disturb the peace or violate the law, provided You waive any and all damages resulting therefrom;
 - 19.2.6. report such non-operational status of the System to Your utility, informing them that You are no longer net metering;
 - 19.2.7. charge You a reasonable reconnection fee for reconnecting the System to Your utility or turning Your System back on after We disconnect or turn off the System due to Your default; or
 - 19.2.8. You also agree to reimburse Us for any costs and expenses We incur relating to the System's return resulting from early termination due to Your default. By choosing any one or more of these remedies, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Agreement be in default, Our action is not a waiver of Our right to use that remedy in case of a subsequent default.
- 19.3. **Your remedies if We default.** If We are in default, You may take any one or more of the following actions. You will give Us notice and wait any period of time required before taking any of these actions, as required by law. You may:
- 19.3.1. Terminate this Agreement, and require Us to remove the System and return the Property to as good of condition as it was in prior to the placement of the System, and to return the roof to a weathertight condition;
 - 19.3.2. Take any reasonable action to correct Our Default or to prevent Your loss;
 - 19.3.3. proceed, by appropriate court action, including but not limited to seeking injunctive relief in the event of a monetary default, to enforce performance of this Agreement and to recover damages of Our breach; and
 - 19.3.4. We agree to reimburse You for all costs and expenses You incur related to the System's return, and restoration of the underlying or associated Property, resulting from early termination due to Our default. By choosing any one or more of these remedies, You do not give up Your right to use another remedy. By deciding not to use any remedy should this Agreement be in default, Your action is not a waiver of Your right to use that remedy in case of a subsequent default.

Article 20: Dispute Resolution

- 20.1. **Intentionally Omitted and Reserved.**



- 20.2. **Mediation.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA. ANY DISPUTES ARISING UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING AN ALLEGATION OF BREACH THEREOF, AND ANY DISPUTES ARISING OUT OF OR RELATING TO THE RELATIONSHIP CREATED BY THE AGREEMENT, AND ANY DISPUTES AS TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES, (A “DISPUTE”) SHALL BE FIRST SUBMITTED TO NON-BINDING MEDIATION IN OKLAHOMA CITY, OKLAHOMA. IF THE DISPUTE CANNOT BE SETTLED BY MEDIATION, EITHER PARTY MAY GIVE THE OTHER PARTY AND THE MEDIATOR A WRITTEN NOTICE TERMINATING THE MEDIATION PROCESS, AND THE DISPUTE WILL THEN BE RESOLVED BY THE APPROPRIATE COURT OF COMPETENT JURISDICTION. ALL CONFERENCES AND DISCUSSIONS THAT OCCUR IN CONNECTION WITH THE MEDIATION CONDUCTED UNDER THIS AGREEMENT WILL BE DEEMED SETTLEMENT DISCUSSIONS. EACH PARTY WILL BEAR ITS OWN COSTS OF MEDIATION, AND ANY COSTS PAYABLE TO THE MEDIATION SERVICE OR THE MEDIATOR WILL BE SHARED EQUALLY BY THE PARTIES.

Article 21: Representations and Warranties

- 21.1. As a material inducement to entering into this Agreement, each Party (or the Party specified, as applicable), with respect to itself, represents and warrants to the other Party throughout the Term:
- 21.1.1. No Consents or Other Authorizations. To the knowledge of each Party, it has or will obtain when required all regulatory authorizations necessary for it to perform its obligations under this Agreement and no consents of any other Party and no act of any other governmental authority is required in connection with the execution, delivery and performance of this Agreement other than those which it has or will reasonably seek to obtain.
 - 21.1.2. Due Authorization; No Violation. The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party.
 - 21.1.3. Due Diligence. It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party hereto in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

Article 22: Miscellaneous Provisions

- 22.1. **Privacy/Publicity.** You grant Us the right to publicly use, display, share, and advertise the photographic images, Project details, and any other identifying information of Your Project.
- 22.2. **Intentionally Omitted and Reserved.**
- 22.3. **Waivers.** Any waiver at any time by any Party of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.



- 22.4. **Notices.** Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) on the day such notice or communication is sent by electronic mail transmission on the day of receipt if delivered (as indicated by delivery confirmation of the sender) by 5:00 p.m. Central time, or on the next following business day if delivered after 5:00 p.m. Central time. A Party may, for the purposes of this Agreement, change its address, email, or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant hereto. Notices shall be sent as follows:

Notices to Customer shall be sent to:

Shawnee Middle School
 {{customer-name}}, {{customer-title}}
 {{customer-street}},
 {{customer-city}}, {{customer-state}} {{customer-zip}}
Phone: {{customer-phone}}
Email: {{customer-email}}

Notices to Provider shall be sent to:

{{provider-company}}
 {{provider-name}}
 {{provider-street}}
 {{provider-city}}, {{provider-state}} {{provider-zip}}
Phone: {{provider-phone}}
Email: {{provider-email}}

With copies to:

With copies to:

Resolution Legal Group
 Attn: Russell Wantland
 1214 N. Hudson Ave.
 Oklahoma City, OK 73103
Phone: 405.235.6500
Email: Russell@ResolutionLegal.com

Notices shall be deemed to have been received, and shall be effective, upon receipt. Notices of changes of address by either Party shall be made in writing no later than ten (10) calendar days prior to the effective date of such change; provided, however, that any failure hereof shall not be deemed an event of default or other grounds for termination of the Agreement.

- 22.5. **Governing Law.** All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Oklahoma, notwithstanding any laws requiring the application of the laws of another state. The Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate federal court located in the State of Oklahoma, provided that such court has jurisdiction. Absent such federal jurisdiction, the Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate state court located in the State of Oklahoma.
- 22.6. **Headings Not to Affect Meaning.** The descriptive headings used for the various articles and sections



herein have been inserted for convenience and reference only and shall in no way affect the meaning or interpretation, or modify or restrict any of the terms and provisions hereof.

- 22.7. **No Consent to Violation of Law.** Nothing contained herein shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States as those provisions may be amended, supplemented or superseded, or which violates any other law or regulation, or any order, judgment or decree of any court or governmental authority of competent jurisdiction.
- 22.8. **Relationship to the Parties.** Nothing contained in this Agreement shall be construed to create an association, joint venture, partnership or any other type of entity or relationship between Provider and Customer, or between either or both of them and any other Party.
- 22.9. **Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties hereto, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party hereto.
- 22.10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and parol or extrinsic evidence shall not be used to vary or contradict the express terms hereof.
- 22.11. **Amendment.** This Agreement shall be amended or modified only by the mutual written agreement of both Provider and Customer.
- 22.12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all related documents may be executed and delivered by electronic mail or other electronic signature by any of the parties to any other party and will be deemed original signatures. Electronic copies of this Agreement shall constitute and be deemed an original copy of this Agreement for all purposes, provided that such electronic copies are fully executed, dated, and identical in form to the original hard copy version of this Agreement. The receiving party may rely on the receipt of such document so executed and delivered by electronic mail or other electronic means as if the original had been received.
- 22.13. **Material Adverse Change.** If the federal government or any state government adopts, enacts, or otherwise imposes a new law, rule or regulation which either makes a Party's performance under this Agreement unlawful, or makes this Agreement unenforceable, and such governmental action does not constitute a Force Majeure event hereunder, then the Parties shall negotiate in good faith to amend the terms of this Agreement and to determine the appropriate changes, if any, so that the Party affected by such change in law or regulation is able to lawfully perform its obligations without materially adversely affecting the financial benefit hereunder to the other Party.
- 22.14. **Further Assurances.** In furtherance of the terms and provisions hereof, the Parties agree to collaborate in good faith in order to achieve the performance by each other of their respective obligations hereunder, including by executing and delivering such documents and instruments as reasonably requested by either Party.
- 22.15. **Pricing and Terms.** The pricing and terms in this Agreement are valid for forty-five (45) days from the date on Page 1. If You do not sign this Agreement and return it to Us on or prior to Forty-five (45) days after the date on Page 1, We reserve the right to reject this Agreement.



Agreed to as of the date set forth above.

Customer

Shawnee Middle School

By:

Name:

Title:



Agreed to as of the date set forth above.

Provider

{{provider-company}}

By:

Name:

Title:



Schedule 1.2

System Characteristics

- I. The System characteristics will include the following, or substantially similar characteristics:
- A. Producing 652,826 kWh in the first year (“Estimated Energy Production”).
 - B. The guaranteed minimum production during the Term are the amounts shown in the table below, which represent 90% of the expected energy production for each respective year. (“Guaranteed Energy Production”)

Year	Estimated Annual Energy Production (kWh)	Guaranteed Annual Energy Production (kWh)
1	652,826	587,543
2	649,562	584,605
3	646,314	581,682
4	643,082	578,774
5	639,867	575,880
6	636,668	573,001
7	633,485	570,136
8	630,318	567,285
9	627,166	564,449
10	624,030	561,627
11	620,910	558,819
12	617,805	556,025
13	614,716	553,245
14	611,642	550,479
15	608,584	547,727
16	605,541	544,988
17	602,513	542,263
18	599,500	539,552
19	596,503	536,854
20	593,520	534,170

- C. The inclusion of all wiring, subcomponents, labor, and incidental materials necessary to produce power as listed above.
- D. The inclusion of all equipment required for You and Provider to monitor system performance. Customer agrees that Provider reserves the right to monitor system performance by any means deemed reasonable for the purposes of determining its own compliance with the System’s production guarantee, as provided in paragraph (a) above. This may include such measures as electronic monitoring of consumption and production.

Should Installer determine that, for any reason, the original design of the System is no longer suitable for installation on the Property, then Installer will make reasonable efforts to modify the System to suit the Property and to ensure that the System’s characteristics remain substantially similar to those identified above.



Schedule 8.1

Fair Market Value of the System

The purchase price for the System will reflect the Fair Market Value of the System at the time as determined by a neutral third party chosen by Us at Your expense.

**MANAGEMENT
EMPLOYMENT SERVICE AGREEMENT**

This Service Agreement is made this ___ day of _____, 2026, by and between Shawnee Public Schools (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2025-2026 school year and agrees to pay OSSBA an administrative fee in the amount equal to \$6.50 per employee. OSSBA records indicate 553 school employees, for a total annual administrative fee of \$3,594.50. The prorated fee for the remainder of the 2025-2026 school year is \$1,497.70.

The administrative fee will be paid in exchange for employment related services provided by OSSBA, including but not limited to:

- 1) Providing complete legal representation by an Oklahoma licensed attorney in all aspects of the unemployment claims process before the Oklahoma Employment Security Commission (hereafter "OESC");
- 1) Auditing the payment of all unemployment claims to ensure the minimum is paid and any overpayments are recovered;
- 2) Providing quarterly reports of unemployment claims and amounts paid by the OESC to Claimants on the School's behalf;
- 3) Providing up-to-date Legislative and Administrative Law Updates to keep the School informed of changes that affect unemployment claims and costs; and
- 4) Providing opportunities for employment training and information.

Information Access: The School will grant to OSSBA Third Party Administrator (TPA) access rights to the School's EZ Tax Express Account administered by the Oklahoma Employment Security Commission (OESC) in order for OSSBA to appropriately administer School's unemployment claims and assist with financial accounting and quarterly contribution reporting. Further, the School agrees to provide OSSBA with access to other information systems administered by the OESC if access is deemed necessary to process unemployment claims on School's behalf.

Term of Agreement: This Service Agreement will be effective for the 2025-2026 school year or upon signing, whichever occurs later, and shall remain in effect through June 30, 2026. This Service Agreement may be renewed for a subsequent fiscal year by the Board of Education of the School taking such necessary action.

Revision or termination of Agreement: Either party may revise this Service Agreement with 60 days' written notice to the other party. If either party does not fulfill what it has agreed upon in the above terms, then termination may be made within 30 days' written notice to the other party.

Signed:



Shawn Hime
OSSBA Executive Director

04/17/2025

Date

School Board President or Designee
Shawnee Public Schools

Date



SHAWNEE PUBLIC SCHOOLS

326 NORTH UNION AVENUE | SHAWNEE, OKLAHOMA 74801-7099 | (405) 273-0653

February 9, 2026

Shawnee Public School Board

Board Members,

Oklahoma Secondary School Activities Association (OSSAA) Cooperative Agreement with Grove Elementary School and Shawnee Middle School for the 25-26 school year has been submitted for discussion and for the following activity:

Soccer (Girls)
Soccer (Boys)
Golf (Girls)
Golf (Boys)



SHAWNEE PUBLIC SCHOOLS

326 NORTH UNION AVENUE | SHAWNEE, OKLAHOMA 74801-7099 | (405) 273-0653

February 9, 2026

Shawnee Public School Board

Board Members,

Oklahoma Secondary School Activities Association (OSSAA) Cooperative Agreement with Pleasant Grove Public School and Shawnee Middle School for the 25-26 school year has been submitted for discussion and for the following activity:

Baseball

Exhibit A

February 9, 2026 - PERSONNEL BOARD ACTION

NAME	JOB & SITE	EFFECTIVE DATE
RECOMMEND TO REHIRE CERTIFIED NON-TEACHERS		
Cleveland, Allyson	Director of Special Services / CO	7/1/2026
Dominguez, Dr. Mike	Assistant Superintendent / CO	7/1/2026
Johnson, Matt	Executive Director of Operations / CO	7/1/2026
Noble, Jacklyn	Executive Director of Academic Services / CO	7/1/2026
RECOMMEND TO REHIRE SUPPORT		
Wyatt, Tristan	Chief Financial Officer / CO	7/1/2026
RESIGNATION CERTIFIED		
Phelps, Lindsey	Nurse / SMS	2/6/2026
Townsend, Jeseca	Nurse / Sequoyah	2/6/2026
RETIREMENT CERTIFIED		
Wallace, Michelle	Director of Counseling & Community Engagement	5/31/2026
RESIGNATION SUPPORT		
Compton, Sean	Custodian / SHS	12/23/2025
Rodriguez, Talonna	Bus Monitor / Transportation	1/16/2026
Rosales, Angie	Bus Monitor / Transportation	1/8/2026
Young, Sabrina	SPED Paraprofessional / SMS	2/2/2026

Exhibit B

February 9, 2026 - PERSONNEL BOARD ACTION

NAME	JOB & SITE	EFFECTIVE DATE
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RECOMMEND TO HIRE ON TEMPORARY CONTRACT 2025-2026

SUPPORT

Coons Jr., Joshua	Painter Assistant / Maintenance	01/15/26
McBroom, Brandi	Bus Monitor / Transportation	02/03/26
Palmer, Shelly	Bus Driver / Transportation	01/12/26
Partain, Brook	Permanent Sub Paraprofessional / SMS	01/15/26
Spruill, Eric	Bus Monitor / Transportation	01/15/26

