Board of Education Special Meeting
Thursday, November 12, 2026 5:30 PM
Yukon Public School District ISD #27 Administration Bldg., Board Room, 600 Maple Street, Yukon, OK 73099

Agenda

The following is a list of the business to be conducted by the Board of Education at the above meeting:

1. Call to Order and Roll Call
2. Vote to approve or not to approve the shared parking and cross-access agreement attached.
3. Order of procedure for due process hearing for Jason McDaniel
   - 3.A. Opening statement by Superintendent's designee
   - 3.B. Opening statement by Jason McDaniel
   - 3.C. Presentation of superintendent's evidence followed by cross-examination of witnesses by Jason McDaniel
   - 3.D. Questions by board members
   - 3.E. Redirect, recross, or additional questions by board members
   - 3.F. Presentation of Jason McDaniel's evidence
   - 3.G. Cross-examination of Jason McDaniel's witnesses by Superintendent's designee
   - 3.H. Questions by board members
   - 3.I. Redirect, recross, or additional questions by board members
   - 3.J. Presentation of rebuttal and surrebuttal evidence as necessary
   - 3.K. Closing argument by Jason McDaniel
   - 3.L. Closing argument by Superintendent's designee

     Closing argument by Jason McDaniel
4. Proposed executive session to discuss nonrenewal or termination of Jason McDaniel and to deliberate possible Findings of Facts. 25 O.S. §307 (b)(1)
5. Vote to enter into or not to enter into executive session
6. Acknowledge return to open session
7. Executive session minutes compliance announcement
8. Vote to adopt or not to adopt proposed Findings of Fact concerning Superintendent's recommendation to terminate/nonrenew Jason McDaniel
9. Vote to terminate employment of Jason McDaniel
10. Discussion and possible action on any resignations received to date.
11. Adjournment

SHARED PARKING AND CROSS-ACCESS AGREEMENT

BOARD APPROVAL AND EXECUTION DRAFT • November 2026

This Shared Parking and Cross-Access Agreement ("Agreement") is entered into effective as of the date of the last signature below ("Effective Date") by and between Independent School District No. 27 of Canadian County, Oklahoma, commonly known as Yukon Public Schools ("District"), and MILLER CROSSING development, and SYNTRIAS DEVELOPMENT PARTNERS, an Oklahoma Limited Liability Company ("Developer"). District and Developer are each a "Party" and together the "Parties."

1. Recitals and purpose

Developer is developing Miller Crossing in Yukon, Oklahoma, including the Young Family Athletic Center West ("Facility"). The Facility anticipates periodic peak parking demand, including approximately five (5) major tournaments per calendar year. District owns or controls parking areas serving Yukon High School ("School Property"). The Parties intend to establish enforceable, nonexclusive, limited shared-parking and pedestrian/vehicular access rights on the terms below. The recitals are incorporated herein.

2. Licensed parking areas; exhibit

Subject to this Agreement, District grants Developer, its tenants, event operators, patrons, invitees, and contractors a nonexclusive contractual license to use the specific parking stalls and access corridors shown on Exhibit A ("Licensed Area") solely during Authorized Events. Exhibit A shall identify the parking lot(s), ingress/egress routes, pedestrian connections, maximum available stall count 100, accessible stalls [_____], and any excluded areas. No right is granted to use other District property. Exhibit A must be completed and initialed by both Parties before the first Authorized Event.

3. Authorized events and enforceable allocation

Developer may designate up to five (5) tournament dates or tournament weekends per calendar year ("Base Events"), with each multi-day tournament counting as one Base Event if no longer than 3 consecutive days. For each properly scheduled Base Event, District shall make available at least 161 stalls within the Licensed Area during the approved event hours, subject only to the specific conflict and emergency provisions of this Agreement. Additional peak-demand events may be authorized in writing by District's designated representative, but are not guaranteed. Base Events shall not occur during school hours to ensure that parking spaces are available for students. District shall not unreasonably withhold confirmation of a Base Event that meets the scheduling requirements and does not conflict with a Protected School Event previously identified under Section 4.

4. Scheduling; school operations

By January 15 each year, District shall provide its then-known calendar of school days, athletic events, graduations, performances, and other material activities that may affect the Licensed Area ("Protected School Events").During Protected School Events, the Developer shall not use the parking areas for any reason. The District shall maintain full control over parking areas during Protected School Events. Developer shall request Base Events at least ninety (90) days in advance, identifying dates, operating hours, expected attendance, requested stalls, and staffing plan. District shall confirm or identify a specific documented conflict within ten (10) business days; silence does not constitute approval. The Parties shall meet promptly to select an alternate date or substantially equivalent parking area if a conflict arises. School operations, student safety, bus

circulation, emergency access, and previously scheduled Protected School Events take priority. District shall not subsequently schedule discretionary uses of the Licensed Area so as to defeat a confirmed Base Event without offering substantially equivalent parking or a mutually acceptable replacement date. Event hours, including setup and clearance, shall be set forth in a written confirmation.

5. Access and traffic management

Developer shall provide and pay for event-specific traffic control, wayfinding, attendants, pedestrian crossing management, ADA-compliant routing, and, where reasonably necessary, off-duty law enforcement or security. No school bus lanes, fire lanes, loading zones, or emergency access may be blocked. Developer shall submit a traffic and parking operations plan at least thirty (30) days before each Base Event, subject to District's reasonable safety comments. District retains immediate authority to direct traffic and close unsafe areas during emergencies; it shall use commercially reasonable efforts to preserve alternate access.

6. Condition, maintenance and restoration

Developer accepts the Licensed Area in its existing condition, subject to District's obligation not to knowingly conceal material hazards. District retains routine maintenance of its property. Developer shall remove event trash and temporary signage within twelve (12) hours after an event, promptly address spills, and repair physical damage caused by its users or contractors (ordinary wear excepted) within thirty (30) days after documented notice, or reimburse District's reasonable documented repair costs. No alterations, striping, fixtures, or permanent signs without District's prior written approval.

7. Insurance; indemnity

During the Term, Developer shall maintain commercial general liability insurance of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, automobile liability of $1,000,000 combined single limit for vehicles used in event operations, and statutory workers' compensation coverage where applicable. District shall be named as an additional insured on Developer's general liability policy for liability arising from Developer's activities, to the extent commercially available and permitted by law. Certificates and relevant endorsements shall be delivered before the first event and upon renewal. To the extent permitted by Oklahoma law, Developer shall defend, indemnify and hold harmless District and its officers, employees and agents from third-party claims, damages and reasonable defense costs to the extent caused by negligent acts or omissions or willful misconduct of Developer or its contractors, employees or event operators, excluding the extent caused by District's negligence or misconduct. Nothing herein waives District's governmental immunity or expands liability beyond applicable law, including the Oklahoma Governmental Tort Claims Act.

9. Term; renewal; termination

The initial Term shall commence on the Effective Date and continue for ten (10) years, unless earlier terminated as provided herein. The Parties may renew for successive five (5)-year terms only by written agreement approved through their respective required authorization processes. Either Party may terminate for material breach if the other fails to cure within thirty (30) days after detailed written notice (or begins diligent cure within that period if cure reasonably requires longer), except an imminent threat to health or safety permits immediate suspension of affected access. District may terminate only to the extent otherwise required by applicable law or final binding governmental order; where lawful, District shall give at least 180 days' notice and cooperate on alternate parking

arrangements. Developer may terminate on sixty (60) days' written notice. Confirmed events occurring before a lawful termination date remain subject to this Agreement unless unsafe or prohibited by law.

10. Nature of rights; transfer; reliance

This Agreement creates a contractual license and access right, not a lease, conveyance of real property, or easement. Developer may permit Facility operators, tenants, and event organizers to exercise its rights, but remains responsible for their compliance. Developer may assign this Agreement to a successor owner or operator of Miller Crossing or the Facility upon written notice, provided the assignee assumes all obligations in writing and District reasonably confirms insurance and operational capacity; other assignments require District's written consent, not unreasonably withheld. The Parties acknowledge Developer may submit this Agreement as evidence of supplemental event parking to reviewing authorities, but neither Party represents that it satisfies any zoning, building, accessibility, or parking-code requirement. If a recorded easement or perpetual parking covenant is required by a permitting or financing authority, the Parties shall separately negotiate and approve such instrument; none is granted here.

11. Compliance; public school protections

Each Party shall comply with applicable laws, accessibility requirements, and governmental directives. No alcohol, tobacco, controlled substances, weapons except as authorized by law, overnight parking, tailgating, vending, or commercial solicitation on School Property without District's separate written permission. Developer shall ensure appropriate safeguarding procedures for events overlapping school activities. District retains control of its property and may reasonably adopt written safety rules consistent with the substantive parking rights granted here.

12. Force majeure; emergency closures

Neither Party is liable for failure to perform due to events beyond its reasonable control, including severe weather, natural disasters, governmental orders, or emergencies, provided it gives prompt notice and reasonably mitigates effects. District may temporarily close all or part of the Licensed Area for an actual safety emergency or legally mandated school function; it shall promptly notify Developer and make reasonable efforts to provide substitute parking. Mere inconvenience, ordinary scheduling changes, or anticipated demand does not constitute force majeure.

13. Notices; coordination

Formal notices shall be delivered by personal delivery, recognized overnight courier, or certified U.S. mail (with courtesy email permitted) to: District: Superintendent, Yukon Public Schools 600 Maple Drive, Yukon, Oklahoma, 73009. Developer: Syntrias Development Partners Attn: Clay Cockrill, 5709 NW 163rd Terrace, Edmond, OK. 73013. Operational event notices may be sent to representatives identified in Exhibit B. A Party may change notice information by written notice.

14. General provisions

Oklahoma law governs. Venue for disputes shall lie in a court of competent jurisdiction in Canadian County, Oklahoma, subject to applicable jurisdictional rules. The Parties shall first attempt good-faith executive-level resolution for fifteen (15) business days, except for emergency relief. This Agreement and its completed exhibits are the entire agreement and may be amended only in a writing signed by authorized representatives following any legally required Board approval. No third-party beneficiaries are created. If any provision is unenforceable, the remainder shall continue to the extent lawful. Failure to enforce is not waiver. Counterparts and electronic signatures are permitted

to the extent allowed by law. Each signer warrants authority to bind its Party, subject to the Board approval condition below.

15. Board approval; effectiveness

This Agreement is expressly conditioned upon approval by the Yukon Board of Education at a duly convened public meeting, with the approval reflected in official minutes, and execution by the duly authorized District representative. No District obligation arises before such approval and execution. The Developer shall likewise obtain all required entity approvals. The Parties acknowledge that future fiscal obligations and commitments remain subject to mandatory Oklahoma public-law restrictions; counsel shall confirm that the contemplated duration, consideration, and parking rights are within the District's statutory authority before presentation for approval.

SIGNATURES

DISTRICT: Independent School District No. 27 of Canadian County, Oklahoma (Yukon Public Schools)

By: _____ Date: _____

Name/Title: _____

Board approval date: _____ Agenda item / minute reference: _____

DEVELOPER: [FULL LEGAL ENTITY NAME]

By: _____ Date: _____

Name/Title: _____

EXHIBIT A — PARKING AND ACCESS PLAN (TO BE ATTACHED)

Attach a legible aerial/site plan identifying: designated lot(s); minimum guaranteed stalls; ADA stalls and accessible pedestrian route; ingress/egress; event hours; bus/fire-lane exclusions; pedestrian crossing points; alternate parking if applicable. Both Parties initial the final exhibit. This exhibit is essential to defining the enforceable parking right.

EXHIBIT B — EVENT COORDINATION PROTOCOL

- District event coordinator: [name, title, email, phone]
- Developer event coordinator: [name, title, email, phone]
- Annual protected-school-event calendar delivery: January 15
- Base Event request: at least 90 days before event
- District written response: within 10 business days
- Operations plan: at least 30 days before event
- Final staffing / traffic coordination meeting: at least 14 days before event
- Emergency contacts and after-hours access: [to be completed]

EXHIBIT C — BOARD APPROVAL RECORD

Attach the adopted board agenda item, certified minutes or resolution evidencing authorization, and any required legal review or findings. Suggested motion: “Approve the Shared Parking and Cross-Access Agreement between Independent School District No. 27 and [Developer legal name], in substantially the form presented, and authorize [officer/title] to execute the agreement and completed exhibits, subject to review and approval as to form by District legal counsel.”

PRE-EXECUTION COMPLETION CHECKLIST

Confirm legal owner and signatory; District property ownership/authority; minimum stall count; site plan and accessible route; fee/consideration; tournament duration and hours; school-event calendar; insurance limits and endorsements; Oklahoma public-school contracting, indebtedness, and property-use restrictions; board agenda and open-meeting compliance; whether City of Yukon requires recorded parking rights rather than a contractual license.

Exhibit A

