

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-3118
Introduction Date	1/12/22
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Matin Abdel-Qawi, High School Network Superintendent  
Vanessa Sifuentes, Executive Director, Instruction

**Meeting Date** January 12, 2022

**Subject** Sponsorship Agreement: Schnitzer Steel Industries, Inc. – Oakland Unified School District for McClymonds High School

**Ask of the Board** Approval by the Board of Education of the Sponsorship Agreement by and between the District and Schnitzer Steel, Portland, OR, for the latter to provide support for the Engineering Academy at McClymonds High school, purchase tools to support in-class, hands-on learning opportunities, support for a consultant to lead trade-focused, professional development workshops and scholarship administration, and host industry related trips to support hands-on learning at McClymonds High School, for the period of September 1, 2021 through June 30, 2024, in an amount not to exceed \$50,000.00.

**Background** McClymonds High School provides students access to Linked Learning Career Pathways as part of the core academic program. One of their two academies is the Engineering Academy. Through the Engineering Academy, students take Career Technical Education (CTE) courses grounded in engineering and manufacturing standards, which expose them to rigorous content such as the principles of engineering, engineering design and development, and principles of computer science as they relate to the engineering field.

In order to support those rigorous learning experiences inside and outside the classroom, McClymonds High School leadership seeks to establish relationships with various industry partners that can support students in the Engineering Academy successfully reach their CTE learning outcomes.

**Discussion** Establishing a partnership between Schnitzer Steel Industries and OUSD – McClymonds High School will provide McClymonds with financial resources to support students in the Engineering Academy to access career readiness and other post-secondary opportunities. Engineering Academy students will be provided tools that support in-class, hands-on learning as well as trade-focused, professional

development workshops and scholarships for post-secondary opportunities. Schnitzer Steele will also provide students access to industry-specific internships that they would not be exposed to otherwise.

**Fiscal Impact**

The total amount of the sponsorship agreement to be provided to OUSD on behalf of McClymonds High School is \$50,000.00.

No negative fiscal impacts are expected for the District or McClymonds High School.

**Attachment(s)**

- Sponsorship Agreement
- Attachment A
- Exhibit 1: Schnitzer Sponsorship and Exhibit 2: Return To Schnitzer

Board Office Use: Legislative File Info.	
File ID Number	21-3118
Introduction Date	1/12/22
Enactment Number	
Enactment Date	

Vendor Pr



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

## SPONSORSHIP AGREEMENT 2021-2022

This Sponsorship Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“SPONSOR,” together with OUSD, “PARTIES”):

Full Name of Vendor **Schnitzer Steel Industries, Inc.**

The PARTIES hereby agree as follows:

1. **Term.**
  - a. This Agreement shall start on the below date (“Start Date”):  
Start Date **September 1, 2021**
  - b. The work shall be completed no later than the below date (“End Date”):  
End Date **June 30, 2024**
2. **Sponsorship.** SPONSOR shall provide a sponsorship to OUSD (“Sponsorship”) as described in **Attachment A**, attached hereto and incorporated herein by reference.
3. **Termination.**
  - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to SPONSOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
  - b. For Cause. Either PARTY may terminate this Agreement by

- giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
- c. Upon termination, SPONSOR shall provide OUSD with all materials produced, maintained, or collected by SPONSOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
4. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**SPONSOR**

Name:  Erich Wilson  
Title:  Chief Human Resources Officer

Address: **Address** 299 SW Clay Street, Suite 350

City, ST Zip: **City, ST Zip** Portland, OR 97201

Phone: **Phone** 503-721-5637

Email: **Email** EWilson1@schn.com

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

5. **Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, SPONSOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against SPONSOR. The policy shall protect SPONSOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- b. **Workers' Compensation Insurance.** SPONSOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

## 6. Testing and Screening.

- a. Tuberculosis Screening. SPONSOR is required to screen employees who will be working at OUSD sites for more than six hours. SPONSOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, SPONSOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, SPONSOR shall obtain an x-ray of the lungs. SPONSOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. SPONSOR is required to fingerprint and conduct a criminal background investigation in accordance with Education Code section 45125.1 and, through its execution of this Agreement, SPONSOR certifies its compliance with these provisions as follows:

*SPONSOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all SPONSOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Workers") regardless of whether those Workers are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of SPONSOR, who may have contact with OUSD pupils in the course of providing Sponsorship pursuant to this Agreement, and the California Department of Justice has determined that none of those Workers has been convicted of a felony, as that term is defined in Education Code section 45122.1. SPONSOR has also received and reviewed fingerprint results for each Worker and SPONSOR has requested and reviewed subsequent arrest records for all Workers who may come into contact with OUSD pupils in providing Sponsorship to OUSD under this Agreement.*

Notwithstanding this certification, SPONSOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under SPONSOR's control person from OUSD property upon receiving notice from OUSD

of such desire. OUSD is not required to provide SPONSOR with a basis or explanation for the removal request.

**7. Incident/Accident/Mandated Reporting.**

- a. SPONSOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. SPONSOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. SPONSOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of SPONSOR is included on the list of mandated reporters found in Penal Code section 11165.7, SPONSOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

**8. Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, SPONSOR declares that it is able to meet its obligations and perform the Sponsorship required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), SPONSOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if SPONSOR or any employee, subcontractor, agent, or representative of SPONSOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to SPONSOR possible COVID-19 exposure.
- c. SPONSOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including,

- but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to SPONSOR or any employee, subcontractor, agent, or representative of SPONSOR and information necessary to perform contact tracing.
- d. SPONSOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
9. **Assignment.** The obligations of SPONSOR under this Agreement shall not be assigned by SPONSOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
10. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, SPONSOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, SPONSOR agrees to require like compliance by all its subcontractor (s). SPONSOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
11. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, SPONSORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
12. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.
13. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly



provided herein.

14. **Conflict of Interest.**

- a. SPONSOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. SPONSOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. SPONSOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between SPONSOR's family, business or financial interest and the Sponsorship provided under this Agreement, and in the event of change in either private interest or Sponsorship under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, SPONSOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event SPONSOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, SPONSOR agrees it shall notify OUSD in writing.

15. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Sponsorship performed in connection with this Agreement.

16. **Indemnification.**

- a. To the furthest extent permitted by California law, SPONSOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting

from injury, damage, or death of any person or entity arising out of SPONSOR's performance of this Agreement. SPONSOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, SPONSOR, or subcontractor furnishing work, Sponsorship, or materials to SPONSOR arising out of the performance of this Agreement. SPONSOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at SPONSOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that SPONSOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless SPONSOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("SPONSOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend SPONSOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
17. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
  18. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. SPONSOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Sponsorship Contract, the terms and provisions of this Professional Sponsorship Contract shall govern.
  19. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements,

whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.

20. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
21. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
22. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
23. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
24. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated

therefrom.

25. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
26. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. SPONSOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
27. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to SPONSOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLACK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**SPONSOR**

Schnitzer Steel Industries, Inc. Signed by:

Name: Marcus Folino Signature:   
4A24B6B034AC439...

Position: VP, Procurement Date: 12/6/2021

**OUSD**

Name: Sondra Aguilera Signature:   
DocuSigned by:  
291567095DF84AC...

Position: Chief Academic Officer Date: 12/6/2021

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: \_\_\_\_\_

Position: Secretary, Board of Education Date: \_\_\_\_\_

Approved as to form on November 16, 2021



**Attachment A**  
**Sponsorship Agreement between Schnitzer Steel Industries, Inc. and the Oakland Unified School District**

The Oakland Unified School District (“OUSD”) and Schnitzer Steel Industries, Inc. (“Schnitzer”) (each a “Party” and together the “Parties”) have agreed that Schnitzer will provide a sponsorship allowance to OUSD on the following terms.

**1. Sponsorship Allowance:**

During the Term, Schnitzer will supply an annual sponsorship allowance for OUSD to support McClymonds High School (“McClymonds”) as indicated in the attached Exhibit 1, titled Schnitzer Sponsorship.

**2. Promotion of Schnitzer by OUSD:**

OUSD will supply McClymonds marketing/branding and on-campus engagement opportunities at McClymonds to Schnitzer as indicated in the attached Exhibit 2, titled Return to Schnitzer.

**3. Use of Schnitzer Name/Trademark:**

During the Term of this Agreement, Schnitzer hereby grants OUSD a non-exclusive, non-transferable, non-sublicensable right and license to use Schnitzer’s name or any of its trademarks for the purpose of fulfilling OUSD obligations under this Agreement. Any other use is subject to Schnitzer’s prior written approval. OUSD may not use Schnitzer’s name or any of its trademarks in any way in which Schnitzer may reasonably consider misleading or objectionable.

**4. Use of McClymonds’ Name/Trademark:**

During the Term of this Agreement, OUSD hereby grants Schnitzer a non-exclusive, non-transferable, non-sublicensable right and license to use McClymonds’ name and/or McClymonds-related trademarks for the purpose of fulfilling Schnitzer’s obligations under this Agreement. Any such use will be in accordance with the relevant OUSD policies (available at <https://boepublic.ousd.org/Policies.aspx>) and guidelines as those guidelines are communicated to Schnitzer by OUSD from time to time. Any other use is subject to OUSD’s prior written approval. Schnitzer may not use McClymonds’ name or any of McClymonds-related trademarks in any way in which OUSD reasonably considers misleading or objectionable.

### **Exhibit 1: Schnitzer Sponsorship**

- Schnitzer will provide an annual sponsorship allowance to OUSD for the duration of this Agreement
  - \$20,000 sponsorship to support the Engineering Academy at McClymonds
  - \$10,000 to purchase tools to support in-class, hands-on learning opportunities at McClymonds
  - \$15,000 to Student Programming for Academic & Athletic Achievement (SPAAT) to lead trade-focused, professional development workshops and scholarship administration at McClymonds
  - \$5,000 to host industry related trips to support hands-on learning at McClymonds

### **Exhibit 2: Return To Schnitzer**

1. Schnitzer will be granted access to McClymonds through the Engineering Academy led by Mr. Clayton Evans, to support the engineering curriculum. Such access shall comply with applicable health and safety orders. Onsite opportunities will include:
  - Presentations in the Engineering Academy will include onsite visits from Schnitzer employees to speak about the company as well an introduction into the metals recycling industry.
  - After-school professional development opportunities led and organized by SPAAT. Presentations will include “ted talk style presentations from Schnitzer Employees, some of whom are McClymonds aumni, to speak more direct about careers within Schnitzer.
  - Schnitzer recruiters onsite to highlight internship opportunities for McClymonds students to take advantage of

Schnitzer will also work with SPAAT & the Engineering Academy to host tours at our metal shredder and Pick-N-Pull facilities.

2. Limited use of the McClymonds-related trademarks for Schnitzer marketing such as press releases and partnership related announcements. Schnitzer may use these trademarks for other purposes upon prior written approval by OUSD.
3. At OUSD’s sole discretion, co-marketing support from OUSD, including presence in social/digital channels (e.g., Facebook, LinkedIn, Twitter, etc.) and press releases, as warranted, to highlight key successes of the Agreement.

**Certificate Of Completion**

Envelope Id: 434CCDD66954BDFB7A12391BF56A135	Status: Completed
Subject: Signature request on Contract Oakland Unified School District (McClymond)	
Source Envelope:	
Document Pages: 13	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Schnitzer Steel Contracts
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	299 SW Clay St Ste 350
	Portland, OR 97201-5819
	schnitzersteelcontracts@schn.com
	IP Address: 199.188.157.82

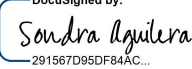
**Record Tracking**

Status: Original 11/5/2021 12:06:32 PM	Holder: Schnitzer Steel Contracts schnitzersteelcontracts@schn.com	Location: DocuSign
---	---	--------------------

**Signer Events**

Sondra Aguilera  
sondra.aguilera@ousd.org  
Chief Academic Officer  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
291567D95DF84AC...  
Signature Adoption: Pre-selected Style  
Using IP Address: 104.192.9.119

**Timestamp**

Sent: 12/6/2021 9:13:21 AM  
Viewed: 12/6/2021 9:15:30 AM  
Signed: 12/6/2021 9:16:08 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/6/2021 9:15:30 AM  
ID: 44bed044-8bbb-426f-bc93-e3ac99b09997

Marcus Folino  
mfolino@schn.com  
VP, Procurement  
Schnitzer Steel Industries, Inc.  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
4A24B6B034AC439...  
Signature Adoption: Pre-selected Style  
Using IP Address: 208.127.157.22

Sent: 12/6/2021 3:17:36 PM  
Viewed: 12/6/2021 4:13:18 PM  
Signed: 12/6/2021 4:14:00 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/25/2020 1:24:29 PM  
ID: f9b29d1d-646a-49c0-a640-b6a3297042dc

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Joshua R. Daniels  
josh.daniels@ousd.org  
General Counsel  
Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/6/2021 9:13:23 AM  
Viewed: 12/16/2021 8:39:28 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/3/2021 3:11:48 PM  
ID: 8e88d2a4-f6d2-4f75-8454-6acc3a2576a6



<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	11/5/2021 1:01:06 PM
Certified Delivered	Security Checked	12/6/2021 4:13:18 PM
Signing Complete	Security Checked	12/6/2021 4:14:00 PM
Completed	Security Checked	12/6/2021 4:14:00 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Schnitzer Steel Industries, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Schnitzer Steel Industries, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [schnitzersteelcontracts@schn.com](mailto:schnitzersteelcontracts@schn.com)

**To advise Schnitzer Steel Industries, Inc. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [schnitzersteelcontracts@schn.com](mailto:schnitzersteelcontracts@schn.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Schnitzer Steel Industries, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [schnitzersteelcontracts@schn.com](mailto:schnitzersteelcontracts@schn.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Schnitzer Steel Industries, Inc.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [schnitzersteelcontracts@schn.com](mailto:schnitzersteelcontracts@schn.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Schnitzer Steel Industries, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Schnitzer Steel Industries, Inc. during the course of your relationship with Schnitzer Steel Industries, Inc..

**Attachment A**  
**Sponsorship Agreement between Schnitzer Steel Industries, Inc. and the Oakland Unified School District**

The Oakland Unified School District (“OUSD”) and Schnitzer Steel Industries, Inc. (“Schnitzer”) (each a “Party” and together the “Parties”) have agreed that Schnitzer will provide a sponsorship allowance to OUSD on the following terms.

**1. Sponsorship Allowance:**

During the Term, Schnitzer will supply an annual sponsorship allowance for OUSD to support McClymonds High School (“McClymonds”) as indicated in the attached Exhibit 1, titled Schnitzer Sponsorship.

**2. Promotion of Schnitzer by OUSD:**

OUSD will supply McClymonds marketing/branding and on-campus engagement opportunities at McClymonds to Schnitzer as indicated in the attached Exhibit 2, titled Return to Schnitzer.

**3. Use of Schnitzer Name/Trademark:**

During the Term of this Agreement, Schnitzer hereby grants OUSD a non-exclusive, non-transferable, non-sublicensable right and license to use Schnitzer’s name or any of its trademarks for the purpose of fulfilling OUSD obligations under this Agreement. Any other use is subject to Schnitzer’s prior written approval. OUSD may not use Schnitzer’s name or any of its trademarks in any way in which Schnitzer may reasonably consider misleading or objectionable.

**4. Use of McClymonds’ Name/Trademark:**

During the Term of this Agreement, OUSD hereby grants Schnitzer a non-exclusive, non-transferable, non-sublicensable right and license to use McClymonds’ name and/or McClymonds-related trademarks for the purpose of fulfilling Schnitzer’s obligations under this Agreement. Any such use will be in accordance with the relevant OUSD policies (available at <https://boepublic.ousd.org/Policies.aspx>) and guidelines as those guidelines are communicated to Schnitzer by OUSD from time to time. Any other use is subject to OUSD’s prior written approval. Schnitzer may not use McClymonds’ name or any of McClymonds-related trademarks in any way in which OUSD reasonably considers misleading or objectionable.

### **Exhibit 1: Schnitzer Sponsorship**

- Schnitzer will provide an annual sponsorship allowance to OUSD for the duration of this Agreement
  - \$20,000 sponsorship to support the Engineering Academy at McClymonds
  - \$10,000 to purchase tools to support in-class, hands-on learning opportunities at McClymonds
  - \$15,000 to Student Programming for Academic & Athletic Achievement (SPAAT) to lead trade-focused, professional development workshops and scholarship administration at McClymonds
  - \$5,000 to host industry related trips to support hands-on learning at McClymonds

### **Exhibit 2: Return To Schnitzer**

1. Schnitzer will be granted access to McClymonds through the Engineering Academy led by Mr. Clayton Evans, to support the engineering curriculum. Such access shall comply with applicable health and safety orders. Onsite opportunities will include:
  - Presentations in the Engineering Academy will include onsite visits from Schnitzer employees to speak about the company as well an introduction into the metals recycling industry.
  - After-school professional development opportunities led and organized by SPAAT. Presentations will include “ted talk style presentations from Schnitzer Employees, some of whom are McClymonds alumni, to speak more direct about careers within Schnitzer.
  - Schnitzer recruiters onsite to highlight internship opportunities for McClymonds students to take advantage of

Schnitzer will also work with SPAAT & the Engineering Academy to host tours at our metal shredder and Pick-N-Pull facilities.

2. Limited use of the McClymonds-related trademarks for Schnitzer marketing such as press releases and partnership related announcements. Schnitzer may use these trademarks for other purposes upon prior written approval by OUSD.
3. At OUSD’s sole discretion, co-marketing support from OUSD, including presence in social/digital channels (e.g., Facebook, LinkedIn, Twitter, etc.) and press releases, as warranted, to highlight key successes of the Agreement.