

Board Office Use: <b>Legislative File Info.</b>	
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### Board Cover Memorandum

**To** Board of Education

**From** Denise G. Saddler, Interim Superintendent  
Sondra Aguilera, Chief Academic Officer  
Andrea Bustamante, Executive Director

**Meeting Date** April 1, 2026

**Subject** Memorandum of Understanding – Sacramento County Office of Education - Children Youth Behavioral Health Initiative Bridge Grant– Community Schools and Student Services Department

**Ask of the Board** Approval by the Board of Education of a Memorandum of Understanding by and between the District and the Sacramento County Office of Education, Sacramento, CA, accepting a grant from the Children Youth Behavioral Health Initiative Bridge Grant in the amount of \$252,770.00 to provide mental health interns and behavioral health support to increase students’ access to their academics, for the period of July 1, 2025 through June 30, 2026, pursuant to terms and conditions thereof, if any.

**Background** Consistent with Section 96 of Assembly Bill (AB) 121 (Chapter 8, Statutes of 2025) (“AB 121”), SCOE, in partnership with the Santa Clara County Office of Education (“SCCOE”), conducted a competitive grant process to award funds to local educational agencies participating in the first, second, and third fee schedule cohorts of CYBHI. The allocation of funds were prioritized as follows:

1. To prevent the disruption of providing school-linked behavioral health services in the 2025–26 school year, including staffing costs for school employees who provide youth mental health services (“Priority Area (1)”)
2. For technical assistance for the continued implementation of the school-linked statewide fee schedule established pursuant to Section 5961.4 of the Welfare and Institutions Code. (“Priority Area (2)”)

**Discussion** Acceptance of this grant will help the District provide mental health interns and behavioral health support to increase students’ access to their academics.

**Fiscal Impact** Grants for OUSD students in an amount not to exceed \$252,770.00.

- Attachment(s)**
- Grant Management Face Sheet
  - Memorandum of Understanding
  - Grant Application

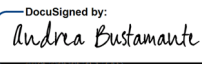
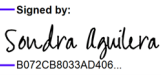
## OUSD Grants Management Face Sheet

<b>Title of Grant: Children Youth Behavioral Health Initiative Bridge Grant</b>	<b>Funding Cycle Dates:</b> July 1, 2025 - June 30, 2026
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address)  Sacramento County Office of Education P.O. Box 269003 Sacramento, CA 95826	<b>Grant Amount for Full Funding Cycle:</b>  \$252,770
<b>Funding Agency:</b>	<b>Grant Focus: Behavioral Health</b>
<b>List all School(s) or Department(s) to be Served:</b> Community Schools Student Services	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Provide mental health interns and behavioral health support to increase students' access to their academics.
How will this grant be evaluated for impact upon student achievement?  <small>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 4.22% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)</small>	Grant provides direct support to students, no formal evaluation to be submitted
Does the grant require any resources from the school(s) or district? If so, describe.	no
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  <small>(If yes, include the district's indirect rate of 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</small>	OUSD Staff
Will the proposed program take students out of the classroom for any portion of the school day?  <small>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</small>	no

Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Name/Title: Andrea Bustamante, CSSS Site: Community Schools Student Services Address: 1011 Union Street, Oakland CA 94607 Phone: 510-879-8000 Email: andrea.bustamante@ousd.org
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**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Executive Director	Andrea Bustamante	 <small>DocuSigned by: Andrea Bustamante</small>	3/2/2026
Chief Academic Officer	Sondra Aguilera	 <small>Signed by: Sondra Aguilera</small>	3/2/2026

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Interim Superintendent	Denise Saddler		

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education (SCOPE)**, and Oakland Unified School District (LEA), regarding the allocation of a funding grant to LEA to provide services pursuant to the Children and Youth Behavioral Health Initiative (“CYBHI”) during the 2025-2026 school year (“Bridge Grant”).

### **A. Background:**

Consistent with Section 96 of Assembly Bill (AB) 121 (Chapter 8, Statutes of 2025) (“AB 121”), SCOPE, in partnership with the Santa Clara County Office of Education (“SCCOE”), conducted a competitive grant process to award funds to local educational agencies participating in the first, second, and third fee schedule cohorts of CYBHI. The allocation of funds were prioritized as follows:

1. To prevent the disruption of providing school-linked behavioral health services in the 2025–26 school year, including staffing costs for school employees who provide youth mental health services (“Priority Area (1)”)
2. For technical assistance for the continued implementation of the school-linked statewide fee schedule established pursuant to Section 5961.4 of the Welfare and Institutions Code. (“Priority Area (2)”)

LEA submitted a proposal, which SCOPE and SCCOE determined complied with AB 121 and its priorities. Accordingly, LEA was selected for Bridge Grant based on the representations in its proposal, and this MOU sets forth the terms and conditions of the award of the funding to LEA.

### **B. Term and Dates of Use**

The term of this MOU is July 1, 2025 - June 30, 2026, and it will become effective after it is signed by both parties. The parties hereby agree that upon execution of this agreement, the agreement shall be retroactively effective to July 1, 2025 with the same force and effect as if it had been executed on that date.

### **C. SCOPE agrees to:**

1. Distribute Bridge Grant to LEA, as set forth in the Fiscal section, to be used consistent with the terms of AB 121.
2. Provide a report to CDE, the State Board of Education, the Department of Finance, the State Department of Health Care Services, the California Health and Human Services Agency, and appropriate policy and fiscal committees of the Legislature on the information required by AB 121, including the following information specific to LEA:
  - a. The amount of Bridge Grant requested by LEA disaggregated by the two priorities listed in section A above, and
  - b. The amount of Bridge Grant awarded to LEA, and the purpose of the funding, disaggregated by the two priorities listed.

## MEMORANDUM OF UNDERSTANDING

### D. LEA agrees to:

1. Utilize Bridge Grant in alignment with LEA's submitted grant proposal and budget that was approved by SCOE and SCCOE and consistent with AB 121. LEA's grant proposal is attached, and its terms are incorporated into this MOU.
2. Ensure that any deviations from the purposes and spending plan set forth in the grant proposal are consistent with the overall goal of the priority areas identified in the proposal.
3. Maintain documentation regarding the purposes of the funding, expenditure of funding, and how the funding was utilized to support the priority areas.

### E. Fiscal

SCOE will distribute \$252,770.00 dollars to LEA to be used consistent with its proposal for the following priorities:

Priority Area (1): \$252,770.00

Priority Area (2): 0.00

The funds will be distributed by SCOE to LEA in a single, lump-sum payment, within 30 days of receipt of a valid invoice from LEA. An invoice will be considered valid upon the execution of an MOU with SCOE. All funds must be expended by June 30, 2026.

### F. General Terms

1. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.

2. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
3. Audit. SCOE, the State of California, or their agents shall have the right to review and to copy any records and supporting documents pertaining to the performance of this MOU for an audit or for any other purpose related to performance of this MOU. LEA agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated. LEA also agrees to be financially responsible for any audit exceptions that arise related to its performance under this MOU.
4. Availability of Funds. This MOU is contingent on SCOE receiving full funding for services hereunder and may be immediately terminated if its funding for the contract is reduced or eliminated. In addition, both parties understand that if SCOE does not receive sufficient funds, this MOU shall be amended to reflect any reduction in funds.

**MEMORANDUM OF UNDERSTANDING**

5. Nondiscrimination. Any service provided by the parties pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
6. Insurance. All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such requirement may be satisfied by coverage through a joint powers authority or the self-insurance equivalent thereof. SCOE shall be named as an additional insured to LEA's policy. Evidence of insurance coverage, including an endorsement naming SCOE as an additional insured, shall be furnished upon request by a party to this agreement.
7. Force Majeure. No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreaks, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part. Any funds not expended pursuant to this clause will be returned to SCOE.
8. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
9. Execution. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

**Sacramento County Office of Education**  
Brent Malicote  
Associate Superintendent, Integrated Systems Support

Oakland Unified School District  
Denise Saddler  
Superintendent

Brent Malicote  
Signature  
01/20/2026  
Date

Denise Saddler  
Signature  
02/02/2026  
Date

Approved As To Form by OUSD Legal Department:

Roxanne De La Rocha 01/22/26  
Roxanne De La Rocha, Staff Attorney



# Behavioral Health Bridge Grant Scope of Work

This attachment provides the scope of work for the Bridge Grant program **Oakland Unified School District**, including specification of any additional LEAs included in the **Oakland Unified School District** application.

## Applicant Information

**Local Education Agency (LEA) Name** Oakland Unified School District

**CDS Code (Please use 14 digit number)** 01612590000000

**Are you applying on behalf of multiple LEAs?**

## Proposed Use of Funds

Please let us know how you intend to use the awarded funds. If you are selected to receive an award, these details will be included in your Memorandum of Understanding with SCOPE.

### Which priority areas are you applying for?

Primary grant priority: Preventing disruption of providing school-linked behavioral health services

### Primary Grant Priority Narrative: How will you use the grant funds to prevent the disruption of providing school-linked behavioral health services in the 2025–26 school year? (Please write N/A if you are not using this priority funding area)

We will use these dollars to sustain School Social Worker (1.0), 10 Mental Health/School Counseling Interns and Clinical Supervisors.  
Grant funds will be used to provide stipends for the Interns and salaries / stipends for the social workers and 250 hours of clinical supervision.  
This aligns with Bridge Funding because it continues the provision of existing school-linked behavioral health services at our schools such as small group and one on one clinical support.

### Secondary Grant Priority Narrative: How will you use funds towards technical assistance for the continued implementation of the school-linked statewide fee schedule? (Please write N/A if you are not using this priority funding area)

n/a