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Secretary of State  
State of California

JUL 15 2019

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AGREEMENT AND PLAN OF MERGER

100 THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of July 5, 2019, is between Sierra Forever Families ("SFF"), and Stanford Youth Solutions ("SYS"), which are the constituent corporations in this merger.

## RECITALS

WHEREAS, SFF is a California nonprofit public benefit corporation which currently operates programs and provide services for children in foster care;

WHEREAS, SYS is a California nonprofit public benefit corporation which currently provides services to young persons and their families;

WHEREAS, the parties intend to enter into a merger of SFF into SYS (the "Merger"); and

WHEREAS, the parties intend by this Agreement to set forth the terms and conditions of the Merger, subject to approvals as required by law and by the articles of incorporation and bylaws of the parties, respectively.

## 1. STATEMENT OF MERGER.

(a) It is agreed by the parties that on the Effective Date, as determined under the provisions of this Agreement, SFF shall be merged into SYS, the corporate existence of SYS shall continue as the surviving corporation (the "Surviving Corporation"), and the separate corporate existence of SFF as the disappearing corporation (the "Disappearing Corporation") shall cease. The corporate identity, existence, purposes, powers, rights and immunities of SFF shall be merged into and vested in SYS, and, except as otherwise provided in this Agreement, the corporate identity, existence, name, purposes, powers, rights and immunities of SYS shall continue unaffected and unimpaired by the Merger.

(b) Upon the Effective Date, the Surviving Corporation shall succeed, without other transfer, to all of the rights, property, bequests and gifts, of the Disappearing Corporation and shall be subject to all of the Disappearing Corporation's debts, liabilities and trust obligations in the same manner as if the Surviving Corporation had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each of the constituent corporations shall be preserved unimpaired, provided that such liens and trust obligations, if any, on the property of the Disappearing Corporation shall be limited to the property affected thereby immediately prior to the Effective Date. The Board of Directors of the Disappearing Corporation shall be released as members of such Board from any and all of the Disappearing Corporation's debts, liabilities and trust obligations for which they have responsibility as of the date of the Merger, if any. All members of the Disappearing Corporation's Board, by approval of this Agreement, do hereby warrant and represent that they collectively have or will have prior to the Effective Date disclosed to the Surviving Corporation all material debts, liabilities and trust obligations of the Disappearing Corporation known to them prior to the Effective Date. All members of the Surviving Corporation's Board, by approval of this Agreement, do hereby warrant and represent that they collectively have or will have prior to the Effective Date disclosed to the Disappearing Corporation all material debts, liabilities and trust obligations of the Surviving Corporation known to them prior to the Effective Date.

## 2. ARTICLES OF INCORPORATION AND BYLAWS.

(a) **Articles of Incorporation.** The Surviving Corporation's articles of incorporation ("Articles") as in effect immediately preceding the Effective Date shall be and remain its Articles.

(b) **Bylaws.** As of the Effective Date, the bylaws of the Surviving Corporation shall be the bylaws (the "Restated Bylaws") approved by the Boards of Directors of the constituent corporations in connection with this Agreement and the Merger.

## 3. BOARD OF DIRECTORS.

(a) **Board Composition.** From and after the Effective Date all Active Directors of the Board of Directors of the Surviving Corporation shall be composed of any individuals who were directors of the Disappearing Corporation prior to the Effective Date and all Active Directors of the Board of Directors of the Surviving Corporation shall be composed of any individuals who were Active Directors of the Surviving Corporation prior to the Effective Date.

(b) **Board Composition Following Initial Transition Period.** Following an initial transition period, on or before July 1, 2020, it is anticipated that the total number of individuals who serve as the directors of the Surviving Corporation will be reduced (through attrition) to a minimum of eleven (11) and a maximum of twenty-one (21).

(c) **Board Committees; Composition of Board Committees.** The Restated Bylaws shall provide for the establishment of the following committees of the Board of Directors, which shall be composed of members whose identity, at least through a transition period, will be in accordance with the parameters set forth below. Such committees shall have the powers and all authorities as set forth in the Restated Bylaws. The committees of the Board of Directors will not be limited to those discussed below, and additional committees may be established by resolution of the Board of Directors or otherwise in accordance with the Restated Bylaws. Following the Initial Transition Period, the committees established hereby may be eliminated or modified by resolution of the Board of Directors or otherwise in accordance with the Restated Bylaws.

- (i) Executive Committee.
- (ii) Administration and Finance Committee.
- (iii) Governance Committee.
- (iv) Development Committee.
- (v) Quality Assurance Committee.
- (vi) Audit Committee.

4. **OFFICERS OF THE CORPORATION.** The Restated Bylaws shall provide for the following officer positions, with such powers and responsibilities as set forth therein.

- (a) President and Chairman of the Board.

(b) Vice President – President Elect.

(c) Secretary.

(d) Treasurer.

(e) Vice Chair of the Board. From and after the Effective Date and until his successor is duly elected and qualified, the first new Chair of the Board of Directors of the Surviving Corporation will be the individual who serves as the current Vice Chair of SFF Corporation prior to the Effective Date. Successor Chairs of the Board of Directors of the Surviving Corporation shall be selected by the Board of Directors in accordance with the Restated Bylaws.

(f) Immediate Past Chair.

## 5. EFFECTIVE DATE.

(a) The Merger is subject to receipt of the approval of any person or persons required by law or by the articles of incorporation or bylaws of each constituent corporation, including, without limitation, approval by any persons and authorities whose approval is needed to gain or maintain the Surviving Corporation's tax-exempt status. If such approval or approvals are not obtained, this Agreement is to be terminated, as provided herein.

(b) When all applicable laws have been complied with and all necessary authorizations, approvals or consents have been received, a copy of this Agreement, together with an officer's certificate of each constituent corporation, shall be submitted by the Surviving Corporation to the California Secretary of State for filing. The Merger shall become effective on the date of filing. The date on which the Merger becomes effective is referred to in this Agreement as the "Effective Date."

## 6. ASSETS.

All assets, cash and property, will become assets of the surviving corporation upon the Merger. The board agrees to continue to utilize assets acquired through the Merger to the mission and purpose of SFF and SYS.

All currently restricted gifts by donor, grantor or by board action are maintained in the restricted funds until the funds have been expended for the designated purpose.

## 7. PUBLIC ANNOUNCEMENTS.

SFF and SYS agree that public announcements of the agreed upon Merger shall be made and that staff and volunteers shall utilize the Merger as an opportunity to generate good will, increase public awareness, and secure increased contributions or funding to enhance the quality of programs. Communication to staff, families, consumers and funder's will be through a thoughtful and planned process. Such public announcements, however, shall be made only after a definitive merger agreement has been entered into between SFF and SYS. The substance of any announcement shall be mutually agreed upon by both SFF and SYS before being made.

## 8. DUE DILIGENCE.

SFF and SYS (and their respective representatives and professional advisors) have been and shall be afforded reasonable access to inspect the other's property and have been and shall be

afforded reasonable access to books and records, staff and other employees, members of the board of directors, lessors of (and others who may supply material goods or services to) the other party to the proposed Merger, so that each party may satisfy its due diligence obligations and reach an informed decision regarding the viability of the proposed Merger. All information obtained during the course of such due diligence shall be deemed strictly confidential, and each party (and their respective representatives and professional advisors) shall not disclose the other party's confidential information except to the extent otherwise agreed by such other party or required by law.

**9. TECHNOLOGY.**

SFF and SYS will unify technologies by linking all offices and upgrading hardware and software as necessary through lease or purchase.

**10. STAFF BENEFITS.**

The merged organization will complete an analysis to develop combined and new personnel policies; benefits packages; staff classifications and titles. The organization will address any retirement programs, disability programs, paid time off and/or vacation/sick leave and vacation.

**11. INTERIM PROVISIONS.**

Between the date of this Agreement and the Effective Date or date of termination, (a) neither the Surviving Corporation nor the Disappearing Corporation shall, without the prior written consent of the other party hereto, engage in any activity or transaction other than in the ordinary course of its affairs, except as contemplated by this Agreement; and (b) each constituent corporation shall use its reasonable best efforts to obtain all necessary governmental, court and other approvals of third parties required to effect the Merger, and each such party shall use its reasonable best efforts to assist the other party in obtaining such governmental and court approvals.

**12. TERMINATION OF ABANDONMENT.**

This Agreement may be terminated and the Merger abandoned prior to the Effective Date by the mutual consent of the respective boards of directors of the constituent corporations. In the event of termination as provided in this paragraph, neither of the constituent corporations nor their respective boards of directors or members shall be liable to the other constituent corporation or its board of directors or members.

**13. AMENDMENTS TO AGREEMENT PRIOR TO THE EFFECTIVE DATE.**

Amendments to this Agreement may be made by the boards of directors of the constituent corporations and shall be in writing, signed by an authorized officer of each constituent corporation, except that any amendment that would change any of the principal terms of the Agreement must be approved by the members or other persons in the same manner as the original Agreement.

**14. GOVERNING LAW.**

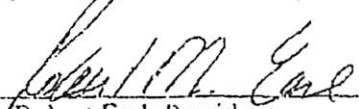
This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

**15. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**SIERRA FOREVER FAMILIES**, a California  
nonprofit corporation

  
By: Robert Earl, President

\_\_\_\_\_  
By: Debra Panattoni, Secretary

**STANFORD YOUTH SOLUTIONS**, a California  
nonprofit corporation

\_\_\_\_\_  
By: Craig Hettrich, President

\_\_\_\_\_  
By: Alberto Canton, Secretary

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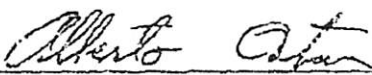
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**AMENDED AND RESTATED BYLAWS  
OF  
STANFORD YOUTH SOLUTIONS**

**ARTICLE I – Offices**

**Section 1. Principal Executive Office.** The principal executive office of Stanford Youth Solutions, a California nonprofit corporation (the “Corporation”) is located at 8912 Volunteer Lane, Sacramento in the County of Sacramento, California. The Board of Directors (the “Board”) is granted full power and authority to change the principal executive office from one location to another within the County of Sacramento.

**Section 2. Other Offices.** Other business offices may be established by the Board at any place or places where the Corporation is qualified to do business.

**ARTICLE II – Membership**

**Section 1. Members.** The Corporation will not have voting members within the meaning of the California Nonprofit Corporation Law. Any action which would otherwise require approval of a majority of all members or approval by the Members shall require only approval of the Board. All rights which would otherwise vest in the Members shall vest in the Board.

**Section 2. Associates.** Nothing in this Article II shall be construed as limiting the right of the Corporation to refer to persons associated with it as “Members” even though such persons are not Members, and no such reference shall constitute anyone a Member within the meaning of Section 5056 of the California Nonprofit Corporation Law.

**ARTICLE III – Directors**

**Section 1. Number.** The Corporation shall have not less than eleven (11) nor more than twenty-one (21) Directors, with the exact authorized number of Directors to be determined by the Board from time to time. Each Director shall have one (1) vote.

**Section 2. Eligibility to Serve and Expectations as Director.** Any person over the age of 21 who, in the opinion of the existing members of the Board, expresses a willingness to make a significant and material contribution of time and effort to governance, fundraising and other activities of the Corporation shall be eligible to be a member of the Board. Each member of the Board will be expected to work on Committees of the Board and participate in planning, organizing, and executing fund raising events. Additionally, each member of the Board will be expected to provide or obtain a personally significant financial donation to the Corporation, at least commensurate with the highest level of charitable giving to other entities.

**Section 3. Interested Persons as Directors.** No more than forty-nine percent (49%) of the persons serving on the Board may be “interested persons”. An interested

person is (1) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation.

**Section 4. Power of Board of Directors.** All corporate powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board. The Board may delegate the management of the activities of the Corporation to any person or persons, or committees composed in accordance with these Bylaws, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

**Section 5. Election and Term of Office.** Board candidates shall be nominated for election to the Board by the Governance Committee. Directors shall be elected by the Board by a simple majority vote at a meeting, by electronic transmission or by written ballot. The term for each Director shall be three (3) years, except that the third term may be extended as provided in Section 2 of Article IV. The board year shall begin on July 1, and end on June 30th. For Directors elected mid-year, the start date of the first (3) three year term shall be determined to be the closest July 1st to the election date. No Director shall serve more than three (3) consecutive terms. After serving the maximum of three (3) consecutive terms, Directors must remain off the board for a period of at least one (1) year before being considered for board membership.

**Section 6. Resignation.** Except as provided below, any Director may resign by giving written notice to the President or Secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective. Except on notice to the California Attorney General, no Director may resign if the Corporation would be left without at least one duly elected Director.

**Section 7. Vacancies.** A vacancy or vacancies on the Board shall occur in the event of (1) the death, removal, or resignation of any Director; (2) the declaration by resolution of the Board of a vacancy in the office of a Director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (3) the increase of the authorized number of Directors.

**Section 8. Filling Vacancies.** The Board may fill vacancies on the Board by approval of the Board or, if the number of Directors then in office is less than a quorum, by (1) the unanimous written consent of the Directors then in office, (2) the affirmative vote of a majority of the Directors then in office at a meeting held according to notice or waivers of

notice complying with Corporations Code Section 5211, or (3) a sole remaining Director. Any reduction of the authorized number of directors shall not result in the removal of any Director before his or her term of office expires.

**Section 9. Place of Meeting.** Regular meetings of the Board shall be held at any place within the State of California which has been designated from time to time by resolution of the Board. In the absence of such designation, regular meetings of the Board shall be held at the principal office of the Corporation.

**Section 10. Annual Meeting.** The annual meeting of the Board shall be held in July. In addition to the election of Officers for the ensuing year, the annual meeting shall include the transaction of such other business as may be necessary or appropriate.

**Section 11. Regular Meetings.** Regular meetings of the Board shall be held without notice five (5) times per year, at the time and place set by the Board, including an annual meeting. The annual meeting will occur in July of each year or such other time set by the Board.

**Section 12. Special Meetings.** Special meetings of the Board for any purpose or purposes may be called at any time by the President, the Chief Executive Officer, the Secretary or any two (2) Directors.

Notice of the time and place of special meetings shall be given to each Director by (1) personal delivery of written notice; (2) first-class mail, postage prepaid; (3) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, or by electronic transmission, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate that notice promptly to the Director; (4) facsimile; (5) electronic mail; or (6) other electronic means. All such notices shall be given or sent to the Director's address or telephone number as shown on the Corporation's records.

Notices sent by first-class mail shall be deposited in the United States mail at least 4 days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or sent, respectively, at least 48 hours before the time set for the meeting.

The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office. The notice need not specify the purpose of the meeting.

The transaction of business at any special meeting of the Board, however called or noticed and whenever held, shall be valid, if a quorum is present, or if either before or after the meeting each of the Directors not present signs a waiver of notice or consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Corporate records or made apart of the minutes of the meeting.

**Section 13. Quorum.** A majority of the actual number of Directors constitutes a quorum of the Board for the transaction of business; provided, however, that a quorum will be no less than one fifth the number of authorized Directors.

Except as otherwise provided in the Articles, in these Bylaws, or by law, every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board provided, however, that any meeting at which a quorum was initially present may continue to transact business notwithstanding the withdrawal of Directors if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by law, the Articles or these Bylaws.

**Section 14. Conduct of Meetings.** The President of the Corporation, or in the absence of the President, the Vice President-President Elect shall preside at the meetings of the Board. An appointed staff member shall act as recording secretary of the Board. The Secretary of the Corporation shall sign the minutes and certify them as the official record. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meetings can hear one another. Such participation shall constitute personal presence at the meeting.

**Section 15. Waiver of Notice.** Notice of a meeting need not be given to any director who signs a Waiver of Notice or a Written Consent to Holding a Meeting or an Approval of the Minutes; whether before or after the meeting, or who attends the meeting without protesting the lack of notice before or at the start of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 16. Action Without A Meeting.** Any action required or permitted to be taken by the Board may be taken without a meeting, if all Directors individually or collectively consent in writing or by electronic transmission to that action and if, subject to Corporations Code Section 5224(a), the number of Directors then in office constitutes a quorum. The written consents shall be filed with the minutes of the proceedings of the Board. The action by written consent shall have the same force and effect as an unanimous vote of the Directors. For purposes of Corporations Code Section 5211(b) only, "all Directors" does not include an "interested Director" as defined in Corporations Code Section 5233(a) or a "common Director" as described in Corporations Code Section 5234(b) who abstains in writing from providing consent, when (i) the facts described in Corporations Code Section 5233(d)(1) or (d)(2) are established or the provisions of Corporation Code Section 5233(a) are satisfied, as appropriate, at or before the execution of the written consent or consents; the establishment of those facts or satisfaction of those provisions is included in the written consent or consents executed by the noninterested or noncommon Directors or in other records of the Corporation; and (iii) the noninterested or noncommon directors approve the action by a vote that is sufficient without counting the votes of the interested Directors or common Directors.

**Section 17. Adjournment.** In the absence of a quorum at any meeting of the Board, the majority of Directors present may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting shall be given to the Directors who were absent at the meeting adjourned.

**Section 18. Removal.** Any Director may be removed, with or without cause, by the vote of a not less than two-thirds of Directors then in office. Removal of a director may occur at a special meeting called for that purpose, provided that notice of that meeting and the removal questions are given as provided in Section 12 of Article III, or at a regular meeting.

At least two (2) times per year the President and Vice President will review each Director's performance in meeting their self-identified Board of Director commitments. For those Directors not fulfilling their commitments, the President and Vice President of the Board shall discuss with them, either in person or by phone, their performance. The President and Vice President shall, at their sole discretion, recommend to the Governance Committee a course of action to address areas of concern. The Governance Committee will take the recommendation under advisement and either approve, disapprove, or amend it by majority vote. The outcome of the Governance Committee review shall be forwarded to the full Board for their consideration. The full Board will then approve, disapprove, or amend the recommendation. Board recommendations can range from no action taken through to removal of the Director from the Board, provided removal of a Director requires a vote of not less than two-thirds of Directors then in office.

**Section 19. Compensation.** The Directors shall receive no compensation for their services to the Corporation.

#### ARTICLE IV – Officers

**Section 1. Officers.** The Officers of this Corporation shall be a President and Chairperson of the Board, Vice President-President Elect, Secretary, Treasurer, Chief Executive Officer, Chief Financial Officer, Immediate Past Chair, and such other Officers as the Board of Directors may appoint. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President.

**Section 2. Election.** Candidates for Officer, other than Chief Executive Officer and Chief Financial Officer, shall be nominated for election to the Board of Directors by the Governance Committee. Officers shall be elected by the Board by a simple majority vote at a meeting, by electronic transmission, or by written ballot. Officers other than the Chief Executive Officer and the Chief Financial Officer will serve for a term of two (2) years at the pleasure of the Board. The Chief Executive Officer and the Chief Financial Officer will each serve at the pleasure of the Board, subject to the rights under any employment contract. All Officers other than the Chief Executive Officer and the Chief Financial Officer shall also be a Director. If a Director is elected Vice President - President Elect or President during his or her third term as Director, and the third term

would end one year before the end of the term he or she serves as President, at his or her election, his or her third term as Director will be extended one year to correspond to the end of his or her term as President, provided in no event will the third term as Director exceed six (6) years, which is a statutory limit.

**Section 3. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise shall be filled by the Board.

**Section 4. President and Chairperson of the Board of Directors.** The President shall also serve as the Chairperson of the Board and shall preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned by the Board, provided the general supervision, direction and control of the business and affairs of the Corporation generally will be vested in the Chief Executive Officer rather than the President. In the absence or disability of the President, the Vice-President-President Elect shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon, the President.

**Section 5. Vice President – President Elect.** In the absence or disability of the President, the Vice-President-President Elect shall perform the duties of the President and in so acting shall have the powers of the President. The Vice-President-President Elect shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

**Section 6. Secretary.** The Secretary shall keep full and complete records of the proceedings of the Board and committees of the Board, shall make service of such notices as may be necessary and proper, shall supervise the keeping of the books of the Corporation and shall discharge such other duties as pertain to the office or as prescribed by the Board.

**Section 7. Treasurer.** The Treasurer will be the principal financial officer who serves as a liaison between the Chief Financial Officer and the Board. Except as otherwise provided in these Bylaws, the Treasurer, together with the Chief Financial Officer, shall have the care and custody of all funds, money and property of the Corporation. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board and recited in Article VI, "Financial Matters".

**Section 8. Chief Executive Officer (CEO).** The Board shall appoint a Chief Executive Officer, who shall not be a Director of the Board. The Chief Executive Officer shall serve at the pleasure of the Board and unless otherwise restricted by the Board, shall act as the general manager and chief executive officer of the Corporation, subject at all times to the control of the Board. In that capacity, the Chief Executive Officer shall undertake general supervision, direction and control of the business and affairs of the corporation. The Chief Executive Officer shall have the general powers and duties of management usually vested in the Office of General Manager of a Corporation, and such other powers and duties as may be prescribed by the Board. The Chief Executive Officer shall be given an annual performance review conducted by the Executive Committee of the Board.

**Section 9. Chief Financial Officer.** The Board shall appoint a Chief Financial Officer, who shall not be a Director of the Board. The Chief Financial Officer will keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer will send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

The Chief Financial Officer will (1) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (2) disburse the Corporation's funds as the Board may order; (3) render to the Chief Executive Officer, the President and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (4) have the powers and duties recited in Article VI, "Financial Matters", and such other powers and other duties as the Board or the Bylaws may require.

**Section 10. Immediate Past Chair.** In the absence of the Vice-President-President Elect, or in the event of his or her inability or refusal to act, the Immediate Past Chair shall perform all the duties of the President under circumstances in which the President is unable to perform his or her duties, and when so acting shall have all the powers of, and be subject to all restrictions on, the President. The Immediate Past Chair shall have such other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors. In the absence of the President and the Vice-President-President Elect, the execution by the Immediate Past Chair on behalf of the Agency of any instrument will have the same force and effect as if it were on behalf of the Agency by the President.

**Section 9. Resignation of Officers.** Any Officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the Officer is a party.

**Section 10. Removal of Officers.** Without prejudice to the rights of any Officer under an employment contract, the Board may remove any Officer with or without cause. An Officer who was not chosen by the Board may be removed by any other Officer on whom the Board confers the power of removal.

## ARTICLE V – Committees

**Section 1. Standing Committees.** Members of the Standing Committees shall be appointed annually by the Board. Except as otherwise provided in these Bylaws or by resolution of the Board, members of Standing Committees need not be members of the Board; provided, however, that any committee which includes non-directors may not

exercise any powers of the Board, but rather shall serve as an advisory or recommending body to the Board. Unless otherwise provided in these Bylaws, the minimum and maximum number of members of each Committee shall be established from time to time by the Executive Committee. Other than in respect of the Executive Committee, no committee of the Board will exercise the power of the Board, except in respect of the Executive Committee, as expressly set forth in Section 1 .A. of this Article V. The Standing Committees of the Corporation shall be as follows:

**A. Executive Committee.** The Executive Committee shall be composed of the following Officers of the Corporation – the President, Vice President – President Elect, Secretary, Treasurer, and Immediate Past Chair. Additionally, other current directors may be members of the Executive Committee as appointed by the Board. The Executive Committee shall act for the Board between Board Meetings and exercise all powers, except those which may specifically be reserved by the Board, but may not:

1. Fill vacancies on the Board or any committee of the Board.
2. Take any final action on any matter that, under the California Non-Profit Public Benefit Law, requires the approval of more than a majority of the Board.
3. Amend or repeal Bylaws or adopt new Bylaws.
4. Amend or repeal any resolution of the Board.
5. Create any other committees of the Board or appoint the members of committees of the Board.

Meetings of the Executive Committee shall be held at a time specified by the President from time to time, and agreed upon by the committee.

**B. Administration and Finance Committee.** All members of the Administration and Finance Committee shall be appointed annually by the Board, which committee shall oversee administration of the agency including management, human resources, policy development, risk management, capital acquisitions and facilities. The Administration and Finance Committee shall oversee the budget, assets and liabilities, revenues and expenses of the corporation and establish policies, standards and guidelines for the investment and management of all money, property and assets of the Corporation, including the Endowment Fund established by Article VI, Section 6 of these Bylaws, and the discharge of such other responsibilities as may be delegated to it by the Board. The policies, standards and guidelines established by the Committee shall be approved by the Board. The Committee may solicit the advice of professional money managers and other advisers as it may deem appropriate or necessary to properly carry out its responsibilities. The Chair of the Administration and Finance Committee shall be an Officer of the Board. The Treasurer shall be a member of the Administration and Finance Committee.

**C. Governance Committee.** All members of the Governance Committee shall be appointed annually by the Board and only members of the Board are eligible for appointment to the Governance Committee. The Governance Committee shall nominate candidates for election to the Board based upon a matrix of characteristics, skills,



expertise and other attributes deemed valuable to carry out the mission of the Corporation. The Committee shall also oversee orientation, training and education of Directors and effective functioning and evaluation of the Board, and shall undertake such other responsibilities as the Board may designate from time to time.

**D. Development Committee.** All members of the Development Committee shall be appointed annually by the Board, which committee shall oversee development of needed private philanthropic resources, and provide oversight of on-going fund development efforts. The Development Committee shall oversee marketing, public relations and other development activities as may from time to time be developed by the Committee.

**E. Audit Committee.** All members of the Audit Committee shall be appointed annually by the Board, which committee shall be responsible for ensuring the successful completion of the annual independent financial audit. Consistent with Article VI, Section 4, the Audit Committee shall oversee the audit process for the Board and shall hire the independent auditor. The function, duties and membership of the Audit Committee are detailed in the most current update of the Audit Committee's Charter and Responsibility Checklist approved by the Board. Neither the Chief Executive Officer nor the Chief Financial Officer may be a member of the Audit Committee.

**F. Investment Committee.** The Investment Committee shall function as a sub-committee of the Administration and Finance Committee. The Investment Committee is to oversee and administer the Corporation's Endowment Funds and Building Fund, including the charitable assets therein and to distribute funds derived from the generation of income from the investable assets as determined by approved Board policy.

**G. Quality Assurance Committee.** All members of the Quality Assurance Committee shall be appointed annually by the Board. This Committee shall work with the Board to review incident and complaint reports and shall monitor program quality for adherence to the Corporation's standards, goals and stated mission. This Committee will also provide for advocacy and shall work with the President to help develop an annual Advocacy Plan focused on county, state and federal opportunities to improve the child welfare system in regards to achieving permanence for children who wait for families, and shall provide advocacy opportunity recommendations to the Board.

**H. Special Committees.** Other Committees for special purposes may be established by resolution duly adopted by the Board which resolution shall set forth the powers and duties of said Committee. The Chairperson of such Committees shall be selected by appointment of the President. Special Committees are assigned specific tasks and are time limited to accomplish the specific task.

**I. Other Committees.** In addition to the standing committees identified in above, the Board, by resolution adopted by a majority of the directors then in office, may establish other committees, each consisting of two (2) or more directors, as deemed necessary or appropriate to implement the charitable programs or activities of the

Corporation, increase the effectiveness of the Corporation, provide information or otherwise assist the Board. Members of such committees shall be appointed by a majority vote of the directors then in office. Furthermore, the Board shall have the authority to appoint other committees or subcommittees that may include persons who are not directors; provided, however, that any committee or subcommittee which includes non-directors may not exercise any powers of the Board, but rather shall serve as an advisory or recommending body to the Board. The resolution creating a subcommittee can call for the subcommittee to be advisory to another committee with a reporting function to that committee.

**J. Committee Meetings.** Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings and other Board actions, except that the time for general meetings of Board committees and the calling of special meetings of Board committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these Bylaws. If the Board has not adopted rules, the committee may do so.

#### **ARTICLE VI - Financial Matters**

**Section 1.** The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes, or for any special purposes of the Corporation. The terms and conditions under which any contribution or transfer may be accepted or rejected shall be determined by the Board. Contributions may be received and accepted on the condition that they be placed in a special fund, identified in the name of the donors or such names as they may choose, and used for such purposes as the donors may identify, provided that such contributions be at least in the sum of twenty-five thousand dollars (\$25,000.00).

**Section 2.** All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board or the Administration and Finance Committee may select.

**Section 3.** It shall be the responsibility of the Treasurer, with the concurrence of the Administration and Finance Committee, to establish adequate safeguards for the receipt and disbursement of all funds or property contributed to or tendered to the Corporation.

**Section 4.** There shall be an annual audit of the affairs of the Corporation by a Certified Public Accountant or firm of Certified Public Accountants selected by the Audit Committee who shall furnish a report to the Audit Committee thereof.

**Section 5.** The fiscal year of the Corporation shall be July 1 through June 30 of each year.

**Section 6.**

**A.** In addition to such other accounts, investments and assets established by the Administrative and Finance Committee, the Corporation has two (2) special funds entitled "The Stanford Youth Solutions Legacy Endowment Fund" (hereinafter the "Stanford Legacy Endowment Fund") and "The Sierra Forever Foundations Legacy Fund" (hereinafter the "Sierra Legacy Endowment Fund" and collectively with the Stanford Legacy Endowment Fund, the "Endowment Funds", or individually, an "Endowment Fund"). There shall be transferred to the Endowment Funds such portion of the donations, contributions, gifts, bequests, devises and other contributions made to the Corporation as shall be determined from time to time by resolution of the Board, subject to any restrictions by the trusts or entities establishing either of the Endowment Funds. The resolution of the Board shall identify the fundraising activities, events and other sources of contributions, and the portion of each to be deposited to the Endowment Fund. The investment of the Endowment Funds shall be the responsibility of the Investment Committee. The foregoing shall not apply to contributions designated for a particular purpose by the donor. Each of the Endowment Funds shall be managed independently, although, at the discretion of the Board, the funds may be managed by the same manager provided the Endowment Funds are not comingled with each other.

**B.** The Board will consider annually needed distributions from the Stanford Legacy Endowment Fund and shall disburse the approved distribution in such manner and in such amounts as the Board may in its discretion determine necessary, subject to limitations as may exist in respect to restricted donations; provided, however, that no more than five percent (5%) of the principal of the endowment may be disbursed in any one calendar year except by special resolution of the Board passed by the affirmative vote of not less than ninety percent (90%) of Directors entitled to vote. Distributions will be transferred to the Corporation's General Ledger, unless as otherwise directed by a resolution of the Board passed by the affirmative vote of not less than ninety percent (90%) of Directors entitled to vote.

**C.** The Board will consider annually needed distributions from the Sierra Legacy Fund and shall disburse the approved distribution in such manner and in such amounts as the Board may in its discretion determine necessary for the purpose of assisting in transforming the lives of children in foster care by building and nurturing permanent families, and subject to limitations as may exist in respect to restricted donations; provided, however, that (i) no more than five percent (5%) of the average Sierra Legacy Endowment Fund balance over the trailing five (5) years may be disbursed in any one calendar year, and (ii) in no event shall any such distribution put the corpus of the Sierra Legacy Endowment Fund at risk. Distributions will be transferred to the Corporation's General Ledger, unless as otherwise directed by a resolution of the Board passed by the affirmative vote of not less than ninety percent (90%) of Directors entitled to vote.

**D.** In the event there exists, in the opinion of the Board, a bona fide emergency which unavoidably threatens the continued existence or operation of the Corporation, the Board may, by the affirmative vote of not less than ninety percent (90%)

of the Directors entitled to vote, authorize a loan or loans from the principal and interest of the Endowment Funds on such terms and conditions as the Board determines to be necessary or appropriate even though such loan would not otherwise qualify as a prudent investment of the Endowment Funds, and to the extent any such borrowing does not violate any of the terms and conditions of the Endowment Fund from which the funds are borrowed.

**Section 7.** This Corporation shall not lend any money or property to or guarantee the obligation of any Director or Officer without the approval of the California Attorney General, provided, however, that the Corporation may advance money to a Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or Officer would be entitled to reimbursement for such expenses by the Corporation.

#### **ARTICLE VII - Amendment of the Bylaws**

**Section 1.** Except as set forth in Section 2 of this Article VII, these Bylaws may be amended, altered, changed, added to or repealed by the affirmative vote of a majority of the Board of the Corporation, entitled to vote at any regular or special meeting of the members of the Board, if notice of the proposed amendment, alteration, change, addition or repeal be contained in a notice of the meeting given at least ten (10) days prior to such a meeting.

**Section 2.** Article VI, Section 6 of these Bylaws may be amended only by a vote of ninety percent (90%) of the Directors entitled to vote at any regular or special meeting of the Board. Any other provision of these Bylaws that requires the vote of a larger proportion of the Board than is otherwise required by law, that provision may not be altered, amended, or repealed except by that greater vote.

#### **ARTICLE VIII - Nonpartisan Activities**

**Section 1.** The corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the public purposes described in its Articles, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office.

**Section 2.** The corporation shall not, except in an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described above.

#### **Article IX – Miscellaneous**

**Section 1. Corporate Records.** Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind

and to inspect the physical properties of the Corporation. Such inspection by a Director may be made in person or by agent or attorney, and the right to inspection includes the right to copy and make extracts.

**Section 2. Contracts, Etc. - How Executed.** The Board, except as otherwise provided in the Bylaws, may authorize any Officer or Officers to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; and, unless so authorized by the Board, no Officer, Agent or employee shall have any power of authority to bind the Corporation by a contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

**Section 3. Inspection of Articles and Bylaws.** The Corporation shall keep in its principal executive office, or shall provide upon written request for any Director, the original or a copy of the Articles of Incorporation and the Bylaws of the Corporation, as amended, certified by the Secretary, which shall be open to inspection by Directors at all reasonable times during office hours.

**Section 4. Construction and Definitions.** Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the California Nonprofit Corporation Law and the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. The term "electronic transmission" has the meaning given to it in Sections 20 and 21 of the California Corporations Code, and includes facsimile and electronic email.

**Section 5. Indemnification.**

**A. Right of Indemnity.** To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers and employees, and may indemnify other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceedings," as that term is used in that section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses" as used in this bylaw shall have the same meaning as in Section 5238(a) of the California Corporations Code.

**B. Approval of Indemnity.** On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(c) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification in respect of Directors, Officers and employees of the Corporation, and may authorize indemnity of other persons described in Section 5238(a) of the California Corporations Code.

**C. Advancement of Expenses.** To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Article IX, Sections 5A and 5B of these Bylaws in defending any proceeding covered by those sections shall (in respect of Directors, Officers and employees of the Corporation) or may (in respect of all others) be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of any undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

**D. Insurance.** The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising out of the Officer's, Director's, employee's, or agent's status as such.

## ARTICLE X - DEDICATION OF ASSETS

**Section 1. General Purposes.** This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Nonprofit Public Benefit Corporation Law of the State of California.

**Section 2. Specific Purposes.** The properties and assets of this nonprofit corporation are irrevocably dedicated to the shelter, nurture, care, and maintenance of friendless and homeless children without distinction of religious creed. No part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any member or Director of this Corporation. On liquidation or dissolution, all properties and assets and obligations shall be distributed and paid over to an organization dedicated to the shelter, nurture, care, and maintenance of friendless and homeless children without distinction of religious creed and that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code Section 501(c)(3)

**CERTIFICATE OF SECRETARY**

The undersigned, Secretary of the Corporation, hereby certifies that the above and foregoing Bylaws, consisting of eleven (11) pages, were duly adopted at a meeting of the Board duly held on June \_\_\_\_\_, 2019 and that they now constitute the Bylaws of the Corporation.

**STANFORD YOUTH SOLUTIONS,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Doug Aguiar, Secretary


**Certificate of Approval of  
Agreement and Plan of Merger of Stanford Youth Solutions**

The undersigned hereby certify that:

1. They are the President and the Secretary, respectively, of Sierra Forever Families, a California Nonprofit Public Benefit corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors of this corporation.
3. The corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has approved the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: July 5, 2019

  
\_\_\_\_\_  
Craig Fiettrich, President

\_\_\_\_\_  
Alberto Canton, Secretary



**Certificate of Approval of  
Agreement and Plan of Merger of Stanford Youth Solutions**

The undersigned hereby certify that:

1. They are the President and the Secretary, respectively, of Sierra Forever Families, a California Nonprofit Public Benefit corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors of this corporation.
3. The corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has approved the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: July 5, 2019

\_\_\_\_\_  
Craig Hettrich, President

Alberto Caton  
Alberto Caton, Secretary


**Certificate of Approval of  
Agreement and Plan of Merger of Sierra Forever Families**

The undersigned hereby certify that:

1. They are the President and the Secretary, respectively, of Sierra Forever Families, a California Nonprofit Public Benefit corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors of this corporation.
3. The corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has approved the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: July 5, 2019

  
\_\_\_\_\_  
Robert Earl, President

\_\_\_\_\_  
Debra Panattoni, Secretary

**Certificate of Approval of  
Agreement and Plan of Merger of Sierra Forever Families**


The undersigned hereby certify that:

1. They are the President and the Secretary, respectively, of Sierra Forever Families, a California Nonprofit Public Benefit corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors of this corporation.
3. The corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has approved the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: July 5, 2019

\_\_\_\_\_  
Robert Earl, President

  
Debra Panattoni, Secretary



I hereby certify that the foregoing transcript of 21 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

AUG 01 2019 RR

Date: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Alex Padilla".

ALEX PADILLA, Secretary of State