POLICIES AND PROCEDURES OF THE SUN LAKES ITALIAN AMERICAN CLUB II
Effective 07-09-2026

POLICY I. MEETINGS

Section 1. Membership Meetings shall take place monthly from October through May.

Section 2. The order of business for Membership Meetings shall be: Call to order by the President; Pledge of Allegiance to the Flag; Prayer (non-sectarian) conducted by a member designated by the President; Approval of the minutes; Introduction of guests and new members; Committee and Board reports; Unfinished business; New Business; Call for adjournment.

Section 3. The President may change the order of business if deemed necessary.

Section 4. The time or day for the call to order of the membership meetings shall be established and subject to modification by the Board at the beginning of each business year.

Section 5. A member may not be asked to leave, or be ejected from a membership meeting unless that member is creating a disturbance or disruption.

Section 6. The Board of Directors and/or functioning committees shall meet during June through September as needed.

POLICY II. PAYMENTS FOR DUES AND DINNERS

Section 1. Annual dues payment is required prior to attending your first meeting of the fiscal year.

Section 2. All members and guests are required to pay for dinners in advance of the event.
A non-member may attend as a paid guest one time per fiscal year. Dinner payments are non-refundable.

Section 3. The December dinner meeting and the March picnic event are for members only.

POLICY III. FINANCE AND ACCOUNTING

Section 1. All expenditures in excess of six hundred dollars (600.00) other than the catering invoice for monthly meetings shall require the approval of the membership.

Section 2. All authorized payments must be initiated by the Treasurer or the President. In the event of indefinite absence of either of these officers, the membership shall authorize another Officer to assume such duties.

Section 3. Timing of Payments. The club will make contractual payments according to the terms of the contract.
All requests for expense reimbursement must be submitted by the last day of the month in which they are incurred.
The club will make expense reimbursements within 10 business days of receipt.

Section 4. The club reserves the right to require a criminal background check and credit check on any member who is granted access to the club's financial accounts.

Section 5. The Treasurer will prepare monthly financial statements and distribute them to the board. The Treasurer will prepare a monthly detailed list of checks written and electronic payments made.

Section 6. The Treasurer may submit a tentative budget for adjustment or approval at the earliest possible board meeting of the fiscal year.

Section 7. The Treasurer is responsible for filing an annual form 990 series return with the Internal Revenue Service and for filing an annual report with the Arizona Corporation Commission.

POLICY IV. COMMITTEES

Section 1. The President may appoint a chairperson for any committee deemed necessary.

Section 2. Standing Committees are created by the President. Standing Committees report to the Board of Directors: Communications, Events Planning, Membership, Sunshine/Correspondence and Technology.

Section 3. The President may create Special Committees as needed. Special Committees report to the Board of Directors: Bylaws Committee, Nominating Committee, Financial Review Committee.

Section 4. Nominating committee.
4.1 The Nominating committee, consisting of three (3) or more members shall be appointed by the President no later than the February membership meeting.

4.2. The nominating committee shall submit a slate of candidates no later than the March membership meeting. Nominations from the floor will also be considered provided the nominee has given prior consent. Should there be more than one candidate for any office, each candidate shall have the right to address the membership for up to three (3) minutes to present their qualifications.

4.3 Board members shall not serve on the nominating committee, and no qualified member may serve more than two successive terms on the nominating committee.

Section 5. Bylaws Committee.
5.1 The Bylaws committee shall consist of at least four members.

POLICY V. PRIVACY POLICY

The club membership list will not be made available for advertising purposes.

POLICY VI. MEMBERSHIP TERMINATION

Section 1. Any member who fails to conduct themselves in accordance with the policies, procedures and Bylaws of this Club or who is in open violation of the laws and conduct of the community may have their membership terminated.

Section 2. Any member who resigns their membership or who has their membership terminated shall forfeit all rights in this organization.

POLICY VI. CONFLICT OF INTEREST

Section 1. Sun Lakes Italian American Club II (the "Corporation") is a non-profit. organization with the stated purpose of promoting the general, cultural, and social welfare among its members and preserving Italian heritage, customs and traditions. The corporation intends to seek tax-exempt status under Section 501(c) of the Internal Revenue Code of 1986, as amended. The purpose of this Conflicts of Interest Policy (this "Policy") is to protect the interests of the Corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director, employee or other individual closely involved in the Corporation. This Policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 2. Definitions.
2.1. Interested Person. Any director, officer, member of a committee, or employee who has a direct or indirect Financial Interest, as defined below, is an Interested Person. If a person is an Interested Person with respect to any entity with which the Corporation is affiliated, he or she is an Interested Person with respect to the Corporation and all of its affiliates. Committees include any committees of the Board of Directors (the "Board") and the Corporation's advisory and auxiliary boards, if any.

2.2. Financial Interest. A person has a Financial Interest if the person has, directly or indirectly, through business, Investment or family:
(a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;
(b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or
(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. A Financial Interest is not necessarily a conflict of interest. Pursuant to Section 3.2 below, a person who has a Financial Interest may have a conflict of interest only if the Board or appropriate committee decides that a conflict of interest exists.

Section 3. Procedures.

3.1. Duty to Disclose. In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of his or her Financial Interest and must be given the opportunity to disclose all material facts to the Directors and members of committees with Board delegated powers considering the proposed transaction or arrangement.

3.2. Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

3.3. Procedures for Addressing the Conflict of Interest.
(a) An Interested Person may make a presentation at the Board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
(b) The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
(c) After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
(d) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

3.4. Violations of the Conflicts of Interest Policy.
(a) If the Board or committee has reasonable cause to believe that a director, officer, committee member, or employee has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose.
(b) If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the Board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings. The minutes of the Board and all committees with board-delegated powers must contain:
(a) the names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
(b) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Section 5. Compensation.
5.1. compensation. A voting member of the Board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that person's compensation.

5.2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that person's compensation.

Section 6. Annual Statements. Each director, officer, committee member, and employee shall annually sign a statement which affirms that such person:
(a) has received a copy of this Policy;
(b) has read and understands this Policy;
(c) has agreed to comply with this Policy; and
(d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
(a) Whether compensation arrangements and benefits are reasonable and are the
result of arm's-length bargaining; and

(b) Whether partnership and joint venture arrangements and arrangements with management service organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

POLICY VII. WHISTLEBLOWER PROTECTION

Section 1. Purpose. Sun Lakes Italian American Club II is committed to high standards of integrity, ethics, and compliance with all applicable laws and regulations. This policy encourages employees, directors, officers, and volunteers to report suspected, known, or potential violations of law, organizational policies, or ethical standards without fear of retaliation.

Section 2. Scope. This policy applies to all employees, independent contractors, volunteers, and board members of Sun Lakes Italian American Club II.

Section 3. Reportable Activities. Reportable activities include, but are not limited to:
(a) Fraud, financial malpractice, or accounting irregularities.
(b) Violation of state or federal laws.
(c) Misuse or misappropriation of organization resources or funds.
(d) Unsafe working conditions or risks to public health/safety.

Section 4. No Retaliation. No person who in good faith reports a violation shall suffer harassment, retaliation, intimidation, or adverse employment consequences (including termination, demotion, or suspension). Any employee who retaliates against a whistleblower is subject to disciplinary action, up to and including termination.

Section 5. Reporting Procedure.
(a) Internal Reporting: Reports should be made to Steve Ambroso, President of the Board.
(b) Alternative Reporting: If the report involves the person to whom it should be reported, the report should be directed to Kay Hawkes, Vice President of the Board, or any other Board member.
(c) Anonymity: Reports may be submitted anonymously, though providing contact information helps in investigation.

Section 6. Investigation. The President or Vice President will promptly investigate all reported incidents, maintaining confidentiality to the extent possible while conducting an adequate investigation.

Section 7. Confidentiality. Sun Lakes Italian American Club II will make every effort to keep the whistleblower's identity confidential, unless the whistleblower consents to disclosure or it is required by law.

POLICY VIII. DOCUMENT RETENTION AND DESTRUCTION

Section 1. Purpose and Scope. This policy outlines the procedures for the retention and destruction of documents to ensure compliance with legal obligations and to eliminate accidental or innocent destruction. This policy applies to all staff, board members, volunteers and contractors.

Section 2. Document Retention Schedule
(a) Permanent: Board minutes, articles of incorporation, bylaws, tax exemption letters, audit reports and insurance policies.
(b) 7 Years: Financial records (invoices, payables, checks), personnel files (after termination), payroll records, donor records, and grant contracts.
(c) 3 Years: General correspondence, bank reconciliations, and employment applications.

Section 3. Electronic Records. Electronic documents (including emails) are treated as paper records. They should be stored in an organized, accessible, and secure, backed-up system. Email messages should be kept according to the subject matter they pertain to.

Section 4. Document Destruction.
(a) Procedure: Documents that have met their retention period must be destroyed. Confidential paper documents must be shredded; electronic files must be permanently deleted.

(b) Suspension: Destruction must stop immediately if an investigation or lawsuit is filed or appears imminent.

Section 4. Responsibility. The Treasurer is responsible for reviewing and authorizing the destruction of records annually.

POLICY IX. JOINT VENTURES

Section 1. Purpose. Joint ventures represent an opportunity and a risk to Sun Lakes Italian American Club II. The purpose of this policy is to establish standards for the Organization's participation in joint ventures to advance the organization's mission while preserving its tax-exempt status.

Section 2. Definitions
2.1 Joint Venture. A joint venture or similar arrangement means any joint ownership or contractual arrangement through which there is an agreement to jointly undertake a specific business enterprise, investment, or exempt-purpose activity without regard to (1) whether the organization controls the venture or arrangement, (2) the legal structure of the venture or arrangement, or (3) whether the venture or arrangement is treated as a partnership for federal income tax purposes, or as an association, or corporation for federal income tax purposes. Ventures or arrangements that meet both of the following conditions are excluded from this definition:
1. 95% or more of the venture's or arrangement's income for its tax year ending with or within the organization's tax year is described in Sections 512(b)(1)-(5) (including unrelated debt-financed income).
2. The primary purpose of the organization's contribution to, or investment or participation in, the venture or arrangement is the production of income or appreciation of property.

Section 3. Mission. The mission of the Organization is to promote the general, cultural, and social welfare among its members and preserve Italian heritage, customs and traditions.

Section 4. Policy
(a) Protection of Tax-exempt Status: If management is pursing or considering a joint venture, management shall negotiate, in its transactions and arrangements with other members of the venture or arrangement, such terms and safeguards as are adequate to ensure that the Organization's state and federal exempt status is protected. Specifically, the Organization shall require that the venture or arrangement not engage in activities that would jeopardize the Organization's exemption (such as political intervention or substantial lobbying for a Section 501(c)(7) organization).
(b) Control: The Organization shall maintain control over the venture or arrangement sufficient to ensure that the venture furthers the exempt purpose of the Organization.
(c) Priority of Tax-exempt Purpose: The Organization shall require that the venture or arrangement gives priority to its exempt purposes over maximizing profits for the other participants.
(d) Arm's Length Standard: All contracts entered into with the Organization shall be on terms that are at arm's length or more favorable to the Organization.
(e) Reporting: The joint venture operating agreement shall require that the Organization receive timely and properly prepared information as is necessary for the Organization to prepare and timely file its annual IRS Form 990.

Section 5. Procedure
(a) Negotiation: The venture or arrangement will be negotiated by management who, at their discretion, will consult with legal counsel.
(b) Approval: The venture or arrangement will be approved by the Board of Directors. The proposal shall include a statement as to why it is important for the Organization to participate in the joint venture in order to advance the Organization's mission and a statement of the scope of the relationship, particularly as to how financial risks and rewards will be shared. The proposal shall also indicate whether income from the joint venture will be subject to treatment as unrelated business income and whether the joint venture's real property will be subject to state and local property taxes.
(c) Classification of Entities: To ensure the proper classification of entities pursuant to this policy, the Treasurer shall annually submit to the Board of Directors a list of entities classified as included joint ventures and excluded investment ventures.