

**BYLAWS
OF
SUNDAY CHURCH**

Article I. Name and Purpose

- 1.1 **Name:** This body was duly incorporated under the laws of the State of Iowa as SUNDAY CHURCH.
- 1.2.1 **Registered Office and Registered Agent:** The address of the registered office of the corporation is 4500 Westown Parkway, Suite 277, West Des Moines, Polk County, Iowa 50266, and the name of the registered agent at this address is Dustin D. Smith.
- 1.3 **Statement of Purpose:** Sunday Church, located in Polk County, IA, shall exist as a non-denominational Christian Church, founded upon the faith and practices of the church as it is found in the New Testament. Sunday Church shall maintain fellowship and be identified with Independent Christian Churches across the country. The purpose of these by-laws is to provide mutually agreed upon guidance for the operational matters of congregation faith and life.
- 1.4 **Autonomy:** This congregation shall forever remain free and independent of all other organizations, religious or secular, within the limitations imposed by the laws of Iowa and the United States of America.
- 1.5 **Organizational Purpose:** Sunday Church is organized exclusively for charitable, religious, and educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
- 1.6 **Earnings:** No part of the net earnings of Sunday Church shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of Sunday Church shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted by an organization exempt from the Federal Revenue Code, or corresponding section of any future federal tax code.

- 1.7 **Dissolution:** Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the Federal Government, or to a state or local government, for a public purpose. It is designated that upon dissolution any remaining assets be distributed to the CEM (Christian Evangelistic Mission) of Iowa. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of Polk County, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated for such purposes.

Article II. Partnership

- 2.1 **Admission:** The terms of admission to this congregation are: (1) Faith in Jesus Christ as the Son of God; (2) Repentance from sin; (3) Confession of faith; (4) Baptism by immersion in water; and (5) Signing of the Partnership Covenant. Members of other congregations who have already made profession of their faith in Christ and have been baptized by immersion may become partners of this congregation by signing the Partnership Covenant.
- 2.2 **Responsibilities:** Each partner shall live a dedicated, committed, and Christ-like life. Each partner shall serve in areas for which he/she is gifted and regularly set aside, as the Lord has prospered, financial gifts and offerings to support the work of this congregation. However, partners of the church shall not be personally liable, solely because of such partnership, for the debts of the church.
- 2.3 **Active Partner:** Any person who has met the requirements of admission and responsibilities and has signed the Partnership Covenant shall be placed on the partnership list as an active partner.
- 2.4 **Inactive Partner:** If a partner of this congregation has not attended Sunday morning worship services for a period of three (3) months, and if such absence is not for illness or temporary absence from the community, that partner shall become an inactive partner and shall not be eligible to vote in a Congregational meeting. Such a person may be restored to active partnership by making a statement to the Leadership Team of his or her intent. The Leadership Team may then restore voting privileges after sixty (60) days.
- 2.5 **Discipline:** In cases where a partner becomes unwilling to place himself or herself under the authority of the Word of God, that partner shall be disciplined by the Leadership Team. In all cases, the model found in the New Testament shall be followed (Matthew 18:15–18, 1 Corinthians 5:1–13, 2 Corinthians 2:5–8, 2 Thessalonians 3:6–15, James 5:19–20). If the Leadership Team deems the person unresponsive, they shall remove the person's name from the partnership list. The person may be restored to partnership only by action of the Leadership

Team and upon re-signing of the Partnership Covenant.

2.6 **Death:** All rights of a member in the corporation or in the property of the corporation cease upon death or other termination of membership.

2.7 **Roll:** A membership roll shall be maintained.

Article III. Congregational Meetings

3.1 **Annual Business Meeting:** An annual business meeting of the congregation shall be held each year at a date and time designated by the Staff and Leadership Team to present an approximate budget for the following year and to update the congregation on business matters.

3.2 **Congregational Meetings To Select A New Lead Pastor:** At Sunday Church, we believe in empowering teams of people to do ministry, as guided by policies set by the Staff and Leadership Team. As a result, unlike many congregations, we only have congregational votes for one purpose: to select a new Lead Pastor. All ministry decisions are made within teams guided by policies established by the Staff and Leadership Team. For such a meeting, a partner of the congregation shall be appointed by the Leadership Team to serve as a Clerk to maintain an accurate record of the partnership of the local church and shall have this list available for reference at such a meeting. In the event of the absence of the duly appointed Clerk, the Leadership Team may appoint any partner of the congregation to serve in the capacity of the Clerk. The authority of the appointee shall then cease at the close of that meeting. A Congregational meeting to select a new Lead Pastor will be announced by the Leadership Team four (4) weeks in advance of the meeting in writing to each partner and be held within the facilities of the church.

3.3 **Quorum Needed:** A quorum for the selection of a new Lead Pastor shall consist of at least 51% of the active partners of the congregation. Such a vote must receive no less than an eighty percent (80%) affirmative vote to become effective.

3.4 **Voting:** The right to vote at a Congregational meeting to select a new Lead Pastor shall be limited to persons listed as active partners on the partnership list who are at least eighteen (18) years of age and have been active partners of the congregation for at least three (3) months prior to the meeting.

3.5 **Special Meetings:** Any other Congregational meetings may be called by the Leadership Team or by a petition signed by twenty percent (20%) of the active partners. Public notice shall be given two (2) weeks in advance, stating in general, the matter to be considered.

- 3.6 **Quorum and Vote:** A quorum for any other Congregational meeting shall be at least fifty-one percent (51%) of the active partners. Any ballot items shall be approved by at least an eighty percent (80%) majority of the quorum.

Article IV. Fiscal Year

- 4.1 **Fiscal Year:** The fiscal year of the corporation shall be January 1 to December 31.

Article V. Church Leadership

- 5.1 **Paid Staff:** At Sunday Church, we are “Staff led and Leadership Team protected.” The role of the paid Staff is to lead their ministry area(s) and manage the day-to-day operations of the church.
- 5.2 **Selection of Paid Staff:** It is the responsibility of the Lead Pastor to hire and dismiss all paid Staff with the advisement of the Leadership Team. Paid Staff members will serve for the period of time specified in their contract of employment. The contract of employment shall be in writing, and shall be signed by the prospective Staff member, and by the Lead Pastor on behalf of the Leadership Team. The qualifications of the church Staff shall be defined by the Leadership Team, but shall in no case be less than those of admission to partnership in the congregation.
- 5.3 **Leadership Team:** The ministry of the Leadership Team is to provide leadership, vision, protection, and care for the congregation as outlined in 1 Timothy 3:1–11 and Titus 1:6–9. Leadership Team members work together to fulfill the responsibilities of “Elders” as outlined in the New Testament. The Leadership Team also provides encouragement, support, and accountability for the Lead Pastor as he leads the Staff and the congregation.
- 5.4 **General Regulations:** No person shall be appointed to the Leadership Team who is not a mature Christian. The Leadership Team shall be chosen from individuals who are active partners of the congregation and who are committed and dedicated to serving God and His people. Their number shall be no less than two (2) and no more than seven (7), including the Lead Pastor. In the event that there is not more than one person qualified, besides the Lead Pastor, the Leadership Team shall not exist, and the Lead Pastor, church Staff, and ministry leaders of the congregation shall transact matters normally transacted by the Leadership Team. The Leadership Team shall meet at least monthly.
- 5.5 **Selection of Leadership Team Members:** The Staff and existing Leadership Team will make nominations for future Leadership Team members after a season of prayer and fasting. After a person is selected, their name will be presented to

the congregation. Sunday Church partners have fourteen (14) days to voice their objections in writing. All objections must be supported with Scripture and given directly to the nominee. After fourteen (14) days, the Staff and existing Leadership Team will contact the nominee, discuss any objections, and make the final decision and share it with the congregation. Leadership Team members, other than the Lead Pastor, will serve for a period of two (2) years and then be given the option of continuing or discontinuing their service. There is no term limit. This is not intended to be a lifetime appointment; however, we do not want to end an individual's term prematurely. A person will only be nominated by the Lead Pastor, Staff, and existing Leadership Team if: (1) He/she agrees wholeheartedly with the vision, philosophy, and beliefs of Sunday Church. (2) He/she has demonstrated proven servant leadership in ministry for at least two (2) years without signs of control or authoritarianism. (3) He/she tithes. (4) He/she has demonstrated positive support for the existing Leadership Team members, Lead Pastor, and Staff. (5) He/she is a mature Christian with highly developed Christian character, as outlined in 1 Timothy 3:1–11 and Titus 1:6–9. (6) He/she feels called by God to exercise his/her gifts within this body of believers. Any circumstance that renders a Leadership Team member unable to perform his/her duties, as outlined in 1 Timothy 3:1–11 and Titus 1:6–9 shall be cause for termination. Also, action will be taken against a Leadership Team member in spiritual disharmony with the Leadership Team, in accordance with Biblical discipline as seen in 1 Timothy 5:17–20 and Matthew 18:15–20.

- 5.6 Selection of Lead Pastor:** The Lead Pastor of the congregation shall be elected by receiving an eighty percent (80%) affirmative vote by the partners of the congregation, in a Congregational meeting, on the recommendation of the Leadership Team, and shall minister for the period of time specified in the contract of employment. The contract of employment shall be in writing, and shall be signed by the prospective Lead Pastor and by the Leadership Team on behalf of the congregation. The qualifications of the Lead Pastor shall be set by the Leadership Team, but in no case be less than those of admission to partnership in the congregation.
- 5.7 Duties of Lead Pastor:** The Lead Pastor of the congregation shall serve on the Leadership Team. In addition to the Lead Pastor's duties as a Leadership Team member, the Lead Pastor will serve as the primary teacher in weekend services, visionary leader for the congregation, and manager of paid church Staff.
- 5.8 Termination:** The position of Lead Pastor may be terminated by giving written notice to the Leadership Team, or by a unanimous decision of the Leadership Team (excluding the vote of the Lead Pastor). Termination shall take effect thirty (30) days from such notice or vote, unless the period of time is altered by mutual agreement of the Lead Pastor and the Leadership Team. During this period of time, the Leadership Team shall determine the performance of the duties of the Lead Pastor's position.

- 5.9 **Secretary:** The Secretary shall keep the minutes of all meetings of the Leadership Team and shall have charge of the corporate books and records. In general, the Secretary shall perform all the duties incident to this office and such other duties as from time to time may be assigned by the Leadership Team.

Article VI. Preparation and Execution of Annual Budget

- 6.1 **Treasurer:** A Treasurer shall be selected by the Leadership Team. The duties of the Treasurer are to keep accurate records of expenditures, to expend only in accordance with the desires of the Leadership Team, and to make regular reports when called upon to do so, in the manner requested. A committee appointed by the Leadership Team shall audit the Treasurer's records annually. The Treasurer shall be bonded. The Treasurer is under the direction of the Leadership Team.
- 6.2 **Annual Budget:** The annual budget shall be prepared under the overview of the church Staff and presented to the Leadership Team for their support. The annual budget, as well as any upward adjustment to total approved budgeted expenditures by more than twenty-five percent (25%), will be presented to the congregation.

ARTICLE VII. Contracts, Loans, Checks and Deposits

- 7.1 **Contracts:** The Leadership Team may authorize any person or agent, to enter into any contract or execute and deliver any instrument in the name of or on behalf of Sunday Church, and such authority may be general or confined to specific instances.
- 7.2 **Loans:** No loans shall be contracted on behalf of Sunday Church, and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Leadership Team. Such authority may be general or confined to specific instances.
- 7.3 **Checks, Drafts and Orders for Payment:** All checks, drafts or other evidences of indebtedness issued in the name of Sunday Church shall be signed by such officer or officers, agent or agents, of Sunday Church and in such manner as shall from time to time be determined by resolution of the Leadership Team.
- 7.4 **Deposits:** All funds of Sunday Church not otherwise employed shall be deposited from time to time to the credit of Sunday Church in such banks, trust companies or other depositories as the Leadership Team may select.

ARTICLE VIII. Indemnification

Except as provided below, Sunday Church may indemnify an individual made a party to a proceeding because the individual is or was acting in his/her capacity as an employee, agent, partner, Lead Pastor or team member against liability incurred in the proceeding if all of the following apply:

- a) The individual acted in good faith.
- b) The individual reasonably believed:
 - 1. In the case of conduct in the individual's official capacity with Sunday Church, that the individual's conduct was in the Church's best interests.
 - 2. In all other cases, that the individual's conduct was at least not opposed to the Church's best interests.
- c) In the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.

The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the individual did not meet the standard of conduct described in this section.

Sunday Church shall not indemnify an individual under this section in connection with a proceeding by or in the right of Sunday Church in which the individual was adjudged liable to Sunday Church.

Indemnification permitted under this section in connection with a proceeding by or in the right of Sunday Church is limited to reasonable expenses incurred in connection with the proceeding.

Article IX. Amendments

9.1 **Amendments:** The by-laws may be amended only by the unanimous vote of the Leadership Team.

_____, Secretary