

CONSTITUTION
Of
VILLAGE CHURCH OF ILLINOIS

As Duly Adopted by the Directional Team This _____ Day of _____, 2018

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CONSTITUTION

OF

VILLAGE CHURCH OF ILLINOIS

ARTICLE I. DEFINITIONS

The following terms used in this Constitution shall have the means set forth below.

1. "Act" means the Illinois General Not for Profit Corporation Act of 1986, as amended.
2. "VCIL" means Village Church of Illinois, an Illinois not-for-profit corporation.

ARTICLE II. CORPORATE PURPOSE AND VISION

Section 1 – Corporate Purpose

As may be set forth in its corporate charter, VCIL is organized and operated exclusively for religious purposes in accordance with Section 501(c)(3) of the Internal Revenue Code of 1986 (or a corresponding provision of any future United States Internal Revenue law, referred to below as the "Code").

Section 2 – Vision For The Church

The vision of VCIL is to make disciples who go, grow, and overcome, and multiply the number of churches who do the same.

ARTICLE III. STATEMENT OF FAITH

VCIL's Statement of Faith is intended to lay a foundation for belief and unity. Adherence to this Statement of Faith is essential for advancing VCIL's religious purpose. VCIL, its leaders, staff, directors, officers, and members are expected to adhere to the following doctrinal statement of beliefs as a condition of their involvement with VCIL.

Section 1 – The Bible

We believe that the Bible is made up of sixty-six books written by people moved and inspired by the Holy Spirit (2 Pet 1:19-21). Each book is without error in the original writings (Ps 119:160). The

Bible is authoritative and true for all people, regardless of human opinion (2 Tim 3:16-17, Heb 4:12-13).

We believe the Bible is the complete written revelation of God's character and will for the salvation of mankind (Rm 10:17). The Bible is sufficient to inform and guide all people for holy living and godliness (Ps 19:7-9; 2 Tim 3:16-17). God has divinely preserved (Mt 24:35) and protected His Word through reliable translation throughout the ages. Scripture can be understood by all (Ps 119:130), but only believed and obeyed by faith through the power of the Holy Spirit (2 Cor 4:3-4).

Section 2 – God

We believe in one God that eternally exists as three distinct Persons — yet one in essence, substance, and power — God the Father, God the Son, and God the Holy Spirit. We worship one God in Trinity, and Trinity in unity; neither confusing the Persons nor dividing the substance. Each Person is fully God, co-equal in glory and majesty. Each Person of the Trinity is equal in every divine perfection, yet carries out distinct but harmonious offices in Their work.

God the Father initiates and administers. The Father exists as an infinite and personal Spirit (Jn 4:24) perfect in holiness, wisdom, power, knowledge, and love (1 Cor. 8:6; Jms 1:5; 1 Jn 4:7-8). Immortal and eternal (Gen 1:1; 1Jn 1:1-3), He perfectly and exhaustively knows the end from the beginning (Is 46:9-10; Rm 11:33-36; Rev 21:6). He sovereignly allows, ordains, or permits all the details of the universe (Gen 1:1-3; Rm 9:16-18). He raised Jesus from the dead (Acts 3:15; 5:30-32), mercifully concerns Himself with the affairs of humankind (Ex 20:2-3), hears and answers prayer (1Jn 5:14), and uniquely loves (Rm 8:15; Eph 2:4-5) all who come to Him through faith in Jesus Christ (Jn 5:26-27; 10:29). He generously provides for their needs and releases them from eternal death (Rom 6:23; 2 Cor 9:12).

God the Son reveals and redeems. Jesus Christ is the image of the invisible God, (Jn 1:1-2, 18; Col 1:15). All things have been created by Him and through Him (Col 1:16). Having been conceived by the Holy Spirit and born of the virgin Mary, Jesus is by character and nature fully God and fully man (Mt 1:20; Jn 8:23-24, 58; 14:9). He lived a sinless life, gave up His life as the atonement for sin (1 Jn 4:14-15; Gal 4:4-6; 1 Jn 2:22-23), was bodily resurrected from the grave (1 Cor 15:4), ascended to heaven, sits at the right hand of God the Father (Eph 1:20), and continually intercedes on behalf of those who believe in Him (Rm 8:34; 1 Jn 2:2). He will visibly return to rescue those whom He has redeemed and to judge the lost (Mt 25:31-46; Jn 5:22-23; Col 1:18; 1 Thess 4:13-18). On that day, Jesus will reign over all of humanity and creation in love, joy, peace, and righteousness (Is 9:7; Lk 1:32-33).

God the Holy Spirit executes and carries out God's plans. The Holy Spirit is the effectual worker of the Godhead in creation (Gen 1:1-3), regeneration (Lk 24:49; Jn 3:5-6; Rm 8:14-16), sanctification (1 Cor 6:11; Heb 2:11), and preservation (2 Cor 1:22; Eph 4:30). The Holy Spirit's ministry is to glorify Jesus by implementing His redeeming grace to save the lost (Rm 8:14-16; Gal 4:6-7), empowering the followers of Jesus for godly living and service (Gal 5:16), and leading believers into truth (Jn 16:13). He brings conviction to the world of sin, righteousness (Jn 16:7-9, 13), and Jesus' judgment to come (Jn 5:22-23). The Spirit indwells (Jn 14:17), seals (Eph 1:13-14), baptizes at the moment of conversion (1 Cor 12:13), and preserves followers of Jesus for their eternal rescue. We recognize the Spirit of God as the source of all genuine heart change and transformation (Rm 12:1-2, 2 Cor 3:18). The Holy Spirit enables fruit to be produced in the Christian life (Rm 8:14; Eph 5:18-19; Gal 5:22-

23) and without the Holy Spirit all of our efforts are futile. (Col 1:29).

Section 3 – Humanity

We believe that God created a historical Adam and Eve unique from the rest of creation, without sin, male and female, in His own image, and after His likeness. Adam and Eve were created to enjoy fellowship with God and commissioned to rule over His creation with care and to fill the earth for His glory (Gen 1:26-27; Gen 3:1-6; Mk 10:6).

We believe that through Adam's sin the human race fell into sin (Rm 5:12-17). Humanity inherited a sinful nature and became alienated from God, and as a result corrupted God's good creation (Rm 8:20-23). As a result of sin's corruption, we cannot come to God on our own (Jn 6:44; Acts 4:12; Rm 3:10-12; Eph 2:1). We believe sin is both a universal condition (Rm 5:12) inherent in everyone (Mk 7:23; Rm 3:23; Gal 5:17, 1 Jn 1:8) as well as any thought or action that deviates from God's will (1 Jn 3:4). The consequences of sin are eternal, spiritual, and physical separation from God (Rm 6:23; Eph 2:12).

We believe humanity desperately requires the work of the Holy Spirit to trust in Jesus Christ as Savior and be reconciled into a right relationship with God (1 Cor 15:21-22; Ti 3:3-7 Eph 2:1; Rm 6:23; Jms 1:14-15, Eph 2:1; Rm 6:23).

Section 4 – Salvation

We believe that there is no work that we can do to earn or lose our salvation (Gal 3:2-3). Our salvation has been accomplished by Jesus through His sinless life and atoning death (2 Cor 5:21).

We believe that by grace alone, through faith alone, and in Jesus alone, Christians have been changed from enemies of God to God's beloved children through adoption (Jn 1:12-13; Gal 4:5; Eph 5:1). Through this grace Christians are declared to be forgiven (1 Jn. 1:9) and righteous (Rm 3:24; 1 Jn 3:9; 5:1-2, Eph 2:1-10; 4:32; Col 1:13-14; 21-22; 1 Jn 1:9). By this same grace we are given a new nature, conformed into the image of Jesus (2 Cor 3:18), and given the guarantee of eternal life with Jesus (Jn 3:16-17; 1 Jn 5:13).

Section 5 – The Church

- a: The Universal Church:** We believe the Universal Church encompasses individuals of all nations throughout history who believe in the saving power of Jesus. It is eternally united through the Holy Spirit (Eph 2:20-22). Jesus is the Head of the church (Eph 1:22, Col 1:15). The church is Jesus' body on earth, fulfilling the Great Commission (Mt 28:16-20), and bringing glory to God by the power of the Holy Spirit (Eph 1:17). The church finds its expression in local churches throughout the world.

- b: The Local Church:** We believe that only Christians are eligible for membership in the local church (Acts 2:47). All Christians should participate in the Great Commission and gather regularly in the context of a local church for worship, prayer, giving, fellowship, accountability, service, teaching, encouragement, and ordinances (Acts 2:41-47; 1 Cor 11:23-26).
Local churches are under the care and leadership of Elders and humbly served by Deacons (Acts 14:23; 1 Tim 3:1-13; Ti 1:7-9).

c: Church Ordinances: We believe the local church practices two ordinances, which are physical representations of the Gospel: water baptism and communion (Acts 10:47-48; 1 Cor 11:23). Although these should be practiced by all Christians, they are not necessary for salvation (Rm 10:9-10, 17; Eph 2:8-9; Ti 3:4-5).

Section 6 – End Times

- a: The Second Coming of Jesus Christ:** We believe that Jesus Christ will soon return personally, bodily, and visibly — in power and glory — to complete the work of God in salvation and judgment. The timing of the second coming of Christ is known only to God, and therefore demands that we live with eager anticipation and gospel proclamation. (Zech 14; Acts 1:11; 1 Cor 15:51-52; 1 Thess 4:16-18; Ti 2:13-14; Mt 24).
- b: The Resurrection and Judgment of the Dead:** We believe that all the dead will be raised with immortal bodies. Each person who has trusted in the gospel of Jesus Christ will be physically raised to everlasting and joyful life with God. Those who reject the gospel of Jesus Christ will be physically raised to everlasting, conscious punishment for their sins under the wrath of God in Hell. (Lk 16:19-31; 1 Cor 15; Rev 20:6; Jn 5:28, 29; Is 66:24).
- c: The New Heavens and Earth:** We believe that all who are raised to eternal life will reign with Jesus in righteousness, peace, love, and joy in the renewed creation. Sin and all its effects will be eradicated from God’s people once and for all (Mt 25:31-46; Rev 20:6).

Section 7 – Sanctity, The Image Of God, And Relationships

- a: Relationships:** We believe God has established healthy human relationships as a means by which He continually images Himself upon the earth. Each relationship bears a significant mark of the Maker and must be honored and protected by His Church (Gen 1:27).
- b: The Sanctity of Life:** We believe life begins at conception and all life is to be intentionally protected. Murder, abortion, suicide, assisted suicide, and euthanasia violate biblical principles and are not to be practiced or supported. (Ps 22:10-11; Ps 139:13-16; Jer 1:5; Job 14:5; Job 31:15)
- c: The Sanctity of Gender:** We believe God designed each sex, male and female, with intentionality. We believe that Christians are to follow gender expressions that align with their own genetic sex at birth and cultural norms that do not contradict Scriptural principles. (Gen 1:27; 5:2; 6:19; Mt 19:4)
- d: The Sanctity of Sexuality:** We believe God has created sex to be good and for His glory. God has given humanity the joy of sex to be expressed only in a monogamous and genetically heterosexual marriage (1 Cor 6:18-20, 7:1-4; Eph 5:33).
- e: The Sanctity of Singleness:** We believe the single life is an opportunity to glorify God, not through independence but interdependence with His people the Church. Single believers are called to use their lives for kingdom service where God can be seen in sexual purity (Gen 1:27; Mt 19:10-12; 1 Cor 6:18-19; 7:7; 12:14-21; 17; 30-35; 2 Tim 2:22).

f: The Sanctity of Marriage: We believe God’s design for marriage is that one genetically born man would marry one genetically born woman for life until death parts them. We believe that God commands Christians to only marry Christians, for husbands to love their wives, and for wives to respect their husbands. (Gen 1:27; 2:18; Mt 19:4-6; 2 Cor 6:14-15; Eph 5:21-33; Gal 3:28).

g: The Sanctity of Family: We believe that God’s primary building block for culture and His Church is the family. God instituted the family to work correctly when it functions on the principles of His Word. Though both husband and wife are equal in value, they have differing primary roles in the family. In the family, the husband has primacy of responsibility, not sole responsibility, to lead, provide for, and protect his family thereby uniquely imaging these attributes of God. The wife has primacy of responsibility, not sole responsibility, to help and nurture thereby uniquely imaging these attributes of God. Together, God has designed them to collaborate in raising children who are brought up in the nurture and admonition of the Lord. (Gen1:27-28; Gen 2:18-20; Prov 31; Eph 5:21-33; Eph 6:4; I Tim 2:15; 1 Tim 5:8; Ti 2:4-5; 1 Pet 3:1-2, 7)

ARTICLE IV. CENTRAL & LOCAL GOVERNANCE

Section 1 – Governance Statement

The ultimate authority for governing VCIL lies with the Lord Jesus Christ, who is our Head as stated in the Scriptures (Eph 1:22; Col 1:18a, 2:10). The ultimate authority governing all locations and related assets lies with VCIL.

Section 2 – Elder Qualifications

Jesus Christ entrusted the oversight of His Church to Elders (1 Pet 5:1-4; Ti 1:5b; Acts 14:23), whose purpose is to carry out His will as under-shepherds in whom He has placed His authority (Acts 20:28-31). As Christ’s under-shepherds, the Elders are under the strict authority of Jesus Christ and His Word. These Elders carry out His will, relying on the Holy Spirit’s direction through the Scriptures, and following the model of Jesus as servant leaders (Mt 10:35-42, 23:1-12; Mk 10:45; Lk 22:24-27; Jn 13:3-17, 34-35). The responsibility for shepherding the local Church lies with these men, who are accountable before God for the welfare of the flock (Heb 13:17).

Section 3 – Elder Positions

Four positions at VCIL require men to be qualified as Elders, as follows:

- a: Directional Elder:** A qualified Elder who exercises oversight of and approval for VCIL as a member of the VCIL Directional Team.
- b: Senior Pastor:** A qualified Elder who is the spiritual leader of VCIL, as set forth in Article VIII, Section 1.
- c: Lead Pastor:** Qualified Elder who exercise local leadership over a specific physical location of VCIL, gathering regularly as a worshipping congregation of VCIL and under the spiritual

leadership of the Senior Pastor and the Directional Team's governance.

- d: Location Elder:** Qualified Elder who, in conjunction with the location Lead Pastor, exercise leadership over specific locations and are under the governance of the Directional Team. As provided below, the Location Elders serve on the local congregations' Location Team, along with the Lead Pastor for each location.

Section 4 – VCIL Leadership Teams

- a: Directional Team:** A team of qualified Elders who exercise oversight of VCIL and act as its Board of Directional Team Members, as set forth in Article V below.
- b: Lead Pastor Team:** All Lead Pastors led by the Senior Pastor under his spiritual leadership as set forth in Article VIII, Section 1 and the Directional Team's governance, as set forth in Article V, below. This Team shall oversee the Expanded Teaching Guidelines and Policies and Practices.
- c: Location Team:** The Lead Pastor, Location Elders and the Senior Pastor serving *ex officio*, for each specific physical location of VCIL.
- d: Location Deacon Team:** A team of men qualified for the office of Deacon who serve a specific location under the authority of their Location Team.

Section 5 - Deacon Qualifications And Role

The word deacon means “servant” (Acts 6:1-6; Rm 16:1). As officially recognized servant leaders, deacons must lead lives that exemplify the qualities that are specified in 1 Tim 3:8-13. Deacons serve at the request of the Location Elders. As a function of their office (implied by Acts 6:1-6), the deacons will first assist the Location Elders by working to meet the practical needs of individuals within the Body (e.g., render assistance with physical needs and counseling). Deacons will also partner with a specific Location Elder over a more “global” area of ministry at the Location (worship, evangelism, assimilation, etc., based upon their individual giftedness), and render assistance as requested by the Location Elders.

ARTICLE V. DIRECTIONAL TEAM

Section 1 – General Powers

All affairs, business, and all legal matters of VCIL shall be managed by a governing body known as the Directional Team. The Directional Team shall adopt from time to time policies for this purpose. The Directional Team shall be equivalent to a Board of Directors for purposes of the Act and the terms may be used interchangeably.

Section 2 – Number, Tenure And Term Limits

The first Directional Team shall be composed of those serving on the Council of Elders at the time this Constitution is adopted, who shall serve an initial transition term of one (1) year, notwithstanding the below provisions and term limitations.

The Directional Team shall be composed of a minimum of three (3) Directional Team Members and may be increased to a maximum of seven (7) Directional Team Members without amending the bylaws, by a resolution of the Directional Team. The majority of the Directional Team Members are to be non-staff members of VCIL. The Directional Team members shall oversee and consider the interests of each Location equitably.

Each Directional Team member shall serve on the Directional Team for a maximum of three consecutive terms. These Directional Team members would become eligible to be reappointed to the Directional Team after a minimum of one year off. One one-year extension may be granted by a unanimous vote of the Directional Team and a 2/3 majority vote of the Lead Pastor Team. The Senior Pastor, by virtue of his role, is exempt from these term limits.

Each appointed Directional Team Member shall hold office for a term of three (3) years unless the Directional Team shall expressly resolve to appoint a Directional Team Member for a shorter term. Each such Directional Team Member shall hold office until his successor has been qualified and appointed. Directional Team Members may be re-appointed for additional terms in accordance with Section 4 of this Article.

Section 3 – Qualifications

Those who seek to be on the Directional Team must be members of VCIL whom personally affirm VCIL's Statement of Faith, meet the Biblical requirements for Eldership as outlined in 1 Tim 3:1-7 and Ti 1:5-9, abide in all respects with the corporate policies set forth in this Constitution, characterize a personal commitment to the values of VCIL, and are currently or have been Location Elders.

Section 4 – Appointment

Directional Team Members shall be appointed by a unanimous vote of the Directional Team, a majority vote of the Lead Pastor Team and a majority vote of the Location Team where he served. Each Directional Team Member shall hold office until the first of the following to occur: until his successor shall have qualified and been duly appointed; until his term is complete; until he has reached his term limit; until his death or disability; until he shall resign in writing; or until he shall have been removed in the manner herein provided.

Section 5 – Fiduciary Duties

Directional Team Members are legally required to fulfill the following fiduciary duties to VCIL:

- a: Duty of Diligence:** Directional Team Members ultimately hold full non-delegable responsibility for VCIL's actions and well-being. Directional Team Members are required to carry out their Directional Team responsibilities with careful attentiveness and dedication - attending meetings, actively participating in Directional Team deliberations, seeking outside counsel and guidance as appropriate; and ensuring that VCIL adheres to applicable state and federal laws.
- b: Duty of Loyalty:** Directional Team Members must always act in the best interests of VCIL. This applies to not only decisions that involve their own personal or business loyalties, but also those of other key employees, Directional Team Members, and officers involved in

VCIL. Directional Team Members shall comply at all times with the Conflict of Interest Policy and shall at no time make non-program loans, gifts, or advances to any person, except as permitted under the Act.

- c: Duty of Obedience:** Directional Team Members are required to ensure that VCIL's activities adhere and conform to the religious purposes set forth in VCIL's purpose and vision in Article II and its Statement of Faith in Article III; and to utilize the assets of VCIL for the best interest of VCIL and its membership.

Section 6 – Resignation And Removal

Any Directional Team Member may resign at any time by giving written notice to the Secretary of VCIL. Such resignation, which may or may not be made contingent on formal acceptance, shall take effect on the date of receipt or at any later time specified therein. Any Directional Team Member may be removed with or without cause at any time by resolution adopted by a majority vote of the Directional Team Members present and voting at a meeting called for that purpose. Notice of such meeting shall be given 30 days in advance of the meeting to all Directional Team Members, Lead Pastor Team Members and Location Team Members.

Section 7 – Vacancies

Any vacancy occurring in the Directional Team to be filled by reason of any increase in the number of Directional Team Members or resignation or termination of a Directional Team Member shall be filled by the Directional Team as soon as is practical in accordance with Section 4 of this Article. A Directional Team Member so appointed to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

ARTICLE VI MEETINGS OF THE DIRECTIONAL TEAM

Section 1 – Regular And Special Meetings

VCIL's Directional Team shall meet at least once a quarter and shall be at such time and place as may be designated by the President or Senior Pastor in accordance with the notice provisions herein below.

Additional special meetings of the Directional Team may be called by, or at the request of, any two Directional Team Members as needed. The person or persons authorized to call special meetings may fix any place for holding any special meeting.

Section 2 – Notice

- a: Time:** Except as otherwise provided herein, written notice of any meeting of the Directional Team shall be delivered not less than five (5) days nor more than sixty (60) days prior to the date of the scheduled meeting.
- b: Email:** All notice requirements may be satisfied by sending an email communication in a timely manner to the Directional Team Member's email address on VCIL's records. Telephone communications may not be useful for establishing the time and place of meeting

but shall not be used in lieu of the email notice. At any duly convened meeting of the Directional Team a resolution may be approved concerning future meetings. Timely mailing of the minutes to each Directional Team Member may then qualify as notice of the next meeting.

- c: Waiver:** Notice of any meeting of the Directional Team may be waived in writing, signed by the person or person entitled to the notice either before or after the time of the meeting. The attendance of a Directional Team Member at any meeting shall constitute a waiver of notice of such meeting except where a Directional Team Member attends a meeting for the expressed purpose of objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted, nor the purpose of any regular or special meeting of the Directional Team, need be specified in the notice or waiver of such meeting, unless specifically required by law or by this Constitution.
- d: Extraordinary Notice:** Notice of no less than thirty (30) days shall be provided for meetings of Directional Team Members called for the purposes of amending the Constitution or removal of a Directional Team Member

Section 3 – Quorum

A majority of the Directional Team Members then in office shall constitute a quorum for the transaction of the business at any meeting of the Directional Team, provided that if fewer than half of the Directional Team Members are present at the said meeting, a majority of the Directional Team Members present may adjourn the meeting to another time without further notice.

Section 4 – Manner Of Acting

The act of a majority of the Directional Team Members present and voting at a duly convened meeting of the Directional Team shall be the act of VCIL unless the act of a greater number is required by statute, this Constitution, or VCIL Articles of Incorporation. Directional Team Members may not vote by proxy or under any other power of attorney.

Section 5 – Virtual Meetings

Any meeting of the Directional Team Members may be conducted in simultaneous multiple locations if the various locations are effectively connected by telephonic or other communications equipment, as can Directional Team Members or non-Directional Team Committee Members. Participation may be through the use of such equipment, provided all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

Section 6 – Action Without A Meeting

Any action which may be taken at a meeting of the Directional Team or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so taken shall be approved in writing by all of the Directional Team Members qualified to vote. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and provides a written record of approval. Consent provided by reply email from a Directional Team Member's email address shall be sufficient to constitute written consent. All the approvals evidencing the consent shall be

delivered to VCIL's Secretary to be filed in VCIL's records. The action taken shall be effective when all the Directional Team Members or the committee members, as the case may be, have approved the consent unless the consent specifies a different effective date.

ARTICLE VII. MEMBERSHIP

Section 1 – VCIL Membership Statement

Through the redemptive work of Jesus Christ, every child of God is indwelt by the Holy Spirit (Gal 4:6), is placed in living union with Christ (Rm 6:5; Gal 2:20), is made an heir with Christ (Gal 4:7), is gifted for ministry in the body of Christ (Rm 12:3-6; 1 Pet 4:10), is constituted a priest to God and holy saint of God (1 Pet 2:9), and is a blood-bought son or daughter of God (Gal 4:4-6). Thus, every member has a unique high standing and must share in the responsibilities, privileges, ownership, obligations, and building up of VCIL (Eph 4:15-16).

Section 2 – Qualifications For VCIL Membership

Consistent with VCIL's Statement of Faith, we acknowledge that the universal Church is comprised of all true believers in Jesus Christ. We further believe the Scriptures mandate that every believer be deeply involved in the lives of other believers (Heb 10:24-25). Membership in VCIL represents a commitment to active involvement in this fellowship of believers. VCIL's membership shall consist of those persons who: 1) publicly confess Christ as their personal Savior; 2) declare His Lordship over their lives in baptism; and 3) agree to be bound by VCIL's Membership Covenant and Statement of Faith by signing a statement of commitment.

Section 3 – Location-Specific Membership and Voting

Membership in VCIL shall be for ecclesiastical purposes only. VCIL may have one or more classes of membership, as may be identified by specific physical location of a worshipping congregation of VCIL. For voting purposes, each new member shall designate their Location Church, in writing, during the membership process. This Location designation may be transferred with the approval of the Location Team of the Location the member wishes to leave.

Members of each specific Location, who are in good standing, shall have one vote on the following matters: 1) the sale or purchase of real estate, in connection with the Location congregation's religious activities; 2) the borrowing of any material debt greater than \$50,000 or for a term of 5 years or more in connection with the Location congregation's religious activities; 3) the call of the Lead Pastor; and 4) any other major decision as raised by VCIL's Directional Team. All matters of voting must be approved by the Directional Team before presentation to Location Members.

Such members' votes shall be considered prayerfully and thoughtfully for the purpose of seeking members' voice and active participation in key church matters, and towards consensus and unity among fellow Christians. The members' vote shall not be legally binding on VCIL but shall be taken into serious consideration by their Location Team and VCIL's Directional Team, as a critical element of any final decisions made by such Teams concerning such matters.

Section 4 – Admission Process

Admission to membership in VCIL shall be as follows:

Any believer meeting the qualifications of Section 2 of this Article and desiring to place membership in VCIL shall participate in relevant membership courses and submit an application form for consideration by the Location Elders. Applicants shall be given a copy of VCIL's Constitution. Applicants shall meet with the Location Elders to give personal testimony of their salvation through faith in the Lord Jesus Christ and evidence of their understanding and submission to the VCIL Statement of Faith and this Constitution. A list of all applicants' names shall be publicized to the location membership prior to acceptance. All satisfactory candidates shall be approved for admission by the Location Elders prior to the scheduled date for welcoming the applicant as a new member. The accepted applicants shall be publicly welcomed into the membership at a subsequent Sunday morning worship service of VCIL.

Section 5 – Absence, Withdrawal, Revocation And Reinstatement Of Membership

- a: Absence:** Any member who has not been active and physically present more than 6 months with no satisfactory reason given or no reply will have his/her membership revoked by the Location Elders.
- b: Withdrawal:** Any member who wishes to withdraw their VCIL membership shall advise one or more Location Elder of such in writing.
- c: Revocation:** Membership may be revoked by the Location Elders for reasons of VCIL discipline as described in Section 6 of this Article.
- d: Reinstatement:** All former members seeking reinstatement to membership shall apply for such in accordance with this Article as if a new member.
- e: Written Notification:** Decisions of the Location Elders regarding membership shall be given in writing.

Section 6 – VCIL Discipline Of Members

VCIL is a body of Christian believers who hold certain beliefs and standards in common. On occasion, members of VCIL may conduct themselves in a manner contrary to the values and teachings of Scripture. It shall be a high priority for VCIL to restore such persons into unity with their location VCIL fellowship as outlined in Matthew 18:15-17. The discipline of a member of VCIL shall be entrusted to the Location Elders where the respective member attends under the direction and ultimate authority of their respective Lead Pastor and, if needed, the Directional Team.

Section 7 – Meeting of Members

Each Location Team shall be responsible for calling its respective membership meetings of the members, as may be warranted per Section 3 above. Notice of the meeting specifying the time and date shall be provided in accordance with the following notice provisions. Notice of meetings may be provided by public announcement and/or written notice at least two weeks prior to the meeting,

such as through church bulletins, emails, or announcements during church services. All such notices include the place, date, and hour of the scheduled meeting and any purposes for which the meeting may be called. One half of the said Location members shall constitute a quorum at a meeting of such location's members. The act of two thirds of such members present and voting at a duly convened meeting shall be the act of the Location's membership. No absentee ballots or proxy voting shall be allowed.

ARTICLE VIII PASTORAL LEADERSHIP

Section 1 – Duties Of The Senior Pastor

The Directional Team shall from time to time as may be necessary appoint a person to be Senior Pastor of VCIL. The Senior Pastor is the spiritual leader of VCIL. His responsibilities are as follows:

- a: Shepherding:** He shall serve and shepherd the flock (membership) God has entrusted to his care by ensuring that the spiritual dimension of VCIL is properly guarded and its spiritual direction is properly guided, on both a corporate and individual level.
- b: Teaching:** He shall communicate and convey the truths of Christianity by proclaiming and explaining God's Word and purposes in a relevant, applicable, and Spirit-led manner and by being an example to the congregation by living a godly life consistent with the Scriptures. While the Senior Pastor shall be responsible for regular preaching and teaching in VCIL, teaching within the body should not be limited to the Senior Pastor.
- c: Leading:** In the manner of a servant, he shall exercise Spirit-led influence with the ministry and among leaders in order to fulfill the vision of VCIL and to glorify Christ.
- d: Vision:** He shall continually clarify, communicate, and uphold the vision that God has entrusted to VCIL.
- e: Directional Team Member:** The Senior Pastor shall serve as a Directional Team Member in equal standing with other Directional Team Members.
- f: Other VCIL Meetings:** The Senior Pastor shall serve *ex officio* as a member in all VCIL Leadership Teams' meetings subject to VCIL's Conflict of Interest Policy as set forth in Article XV.

Section 2 – Resignation, Removal, And Succession Of The Senior Pastor

The Senior Pastor shall remain in office for an indefinite period of time except in the cases of his submitting his resignation to the Directional Team or his being dismissed by a 2/3 majority vote of the Directional Team present and voting at a meeting of the Directional Team called for that purpose. The Directional Team shall consult with and seek input from the Lead Pastor Team prior to voting. Any VCIL staff members serving on the Directional Team shall recuse themselves from a removal vote. The Directional Team shall maintain a succession plan for the position of Senior Pastor that sets forth the orderly transition and appointment procedures for a new Senior Pastor by the

Directional Team.

Section 3 – Lead Pastors

The Lead Pastors, under the direction of the Senior Pastor and Directional Team, are responsible to supervise the administration of their respective Location of VCIL with the support of the Location Elders. The Lead Pastors shall identify and nurture a leadership team of Location Elders that will enable the members and attendees at the location to accomplish the vision of the church. Each Lead Pastor of VCIL shall work with, and be accountable to, the Senior Pastor and Directional Team and shall exercise the responsibilities and duties assigned for their respective position. Removal of a Lead Pastor requires a majority vote of the Directional Team and a majority vote of the Lead Pastor Team.

Section 4 – Lead Pastor Team

VCIL shall have a Lead Pastoral Team that is composed of all Lead Pastors and the Senior Pastor. Members of the Lead Pastor Team shall meet regularly with the Senior Pastor to ensure that the overall mission and ministries of VCIL, including the leadership, teaching, shepherding, and protection are being effectively advanced in accordance with the goals and vision set forth by the Directional Team.

Section 5 – Location Elders

Location Elders shall be nominated by the Location Lead Pastor and approved by a majority vote of the Directional Team. The Directional Team, after consultation with the Lead Pastor for a specified Location Team, has sole authority for removal of such Location Team's Location Elder. Location Elders shall exercise the responsibilities and duties for their respective position as provided by the Directional Team. All Location Elder applications must be submitted to the Directional Team before the application process begins. Lead Pastors must fully investigate all prospective Location Elders in conjunction with their Location Team. Location Elders should be made aware of each application within two weeks of its receipt.

ARTICLE IX COMMITTEES

Section 1 – Appointment Of Committees And Committee Members

VCIL's Directional Team shall have the power to appoint standing and special committees by a resolution of the Directional Team. The resolution of the Directional Team creating the standing or special committee shall specify (1) the task(s) assigned to the committee; (2) whether or not the committee has authority to act on behalf of VCIL (see Sections 2 & 3 of this Article) and (3) the duration of the committee, which may be generalized to a period necessary to bring the matter to full resolution. Unless otherwise designated by the Directional Team, all committee members shall be appointed for one (1) year terms by the Directional Team. The Directional Team shall also designate an individual to serve as chair of the committee.

Section 2 – Committees With Corporate Authority

The Directional Team may appoint a committee that is delegated the authority generally reserved to

the Directional Team, provided such authority is not prohibited for delegation under the Act. The following requirements shall apply: (1) the committees with corporate authority must have two or more Directional Team Members; (2) a majority of its membership must be Directional Team Members; and (3) all the committee members shall serve at the pleasure of the Directional Team.

Section 3 – Committees Without Corporate Authority, Including Location Teams

Each Location shall have a committee without corporate authority, composed of a Lead Pastor and Location Elders and each of whom is appointed by the Directional Team. Each such committee shall be known as a Location Team, with a congregational location designation-(e.g., “Location Team”). The Senior Pastor shall serve *ex officio* as a committee member on each Location Team, and the Lead Pastor for each location shall serve as its Location Team’s chairperson. Each Location Team shall be responsible for addressing the spiritual, financial, and administrative needs of its local congregation, subject to the Directional Team’s oversight, and as further provided in this Section.

The Directional Team may appoint a Location Team and other committees without corporate authority. Additional committees without corporate authority will generally be responsible for investigating, reporting, and advising the Directional Team on certain activities and programs as well as for making recommendations to the Directional Team or officers for approval. The committees shall not have authority to bind VCIL. These committees may be composed of persons appointed by the Directional Team for specific skills and need not be Directional Team Members, directors, or officers of VCIL.

Section 4 – Committee Meetings

Meetings of any committee may be called by the Senior Pastor of VCIL, the chairperson of the committee, or a majority of the committee's voting members. Written notice of the time and place of any meeting of a committee shall be given at least three (3) days prior to the meeting, and otherwise in accordance with Article VI hereof.

Section 5 – Resignation And Removal

Any member of a committee may resign at any time by giving written notice to the chairperson of the committee or to the Secretary of VCIL. Such resignation, which may or may not be made contingent on formal acceptance, shall take effect on the date of receipt or at any later time specified therein. Any member of a committee may be removed at any time by resolution adopted by a majority of the Directional Team.

Section 6 – Quorum And Manner Of Acting

Unless otherwise provided in the resolution of the Directional Team designating a committee, a majority of a committee's members shall constitute a quorum. The act of a majority of committee members present at a meeting with a quorum shall be the act of the committee. A committee may otherwise conduct its meetings and act in accordance with Article VI Sections 5 and 6 hereof.

ARTICLE X. OTHER OFFICERS AND AGENTS

Section 1 – Officers

The Senior Pastor serves as a Directional Team member by virtue of employment as Senior Pastor. VCIL shall have offices of President, Vice President, Secretary, and Treasurer. The same person may not concurrently hold two offices. Directional Team Members may simultaneously serve as officers. The offices of President and Vice President are required to be filled by a Directional Team Member, but the offices of Secretary and Treasurer may be filled by people other than Directional Team Members. The Senior Pastor shall not also serve as a Directional Team officer.

Section 2 – Election And Term Of Office

The offices of President, Vice President, Secretary, and Treasurer shall be appointed for a term of one (1) year by the Directional Team at a regular meeting. Each officer shall hold office until the first of the following to occur: until his or her successor shall have qualified and been duly appointed or elected; until his or her death or disability; until he or she shall resign in writing; or until he or she shall have been removed in the manner herein provided. Election or appointment of an officer or agent shall not in itself create contract rights.

Section 3 – President

The President shall be a member of the Directional Team and chair all meetings of the Directional Team. The President may sign, with the Secretary or any other officer of VCIL authorized by the Directional Team, such documents and deeds of VCIL as necessary or appropriate including, but not limited to, mortgages, bonds, contracts, or other instruments which the Directional Team has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Directional Team or by this Constitution to some other officer or agent of VCIL, or shall be required by law to be otherwise signed or executed. In general, the President shall discharge other duties as may be assigned to him by the Directional Team from time to time.

Section 4 – Vice President

The Vice President shall be a member of the Directional Team. During the absence or disability of the President, the Vice President shall exercise all such Presidential functions.

Section 5 – Secretary

The Secretary is not required to be a Directional Team Member. The Secretary shall: (a) be responsible for ensuring that the minutes of the Directional Team and of any other committee meetings are being properly kept; (b) see that all notices are duly given in accordance with the provisions of this Constitution or as required by law; (c) be custodian of and maintain copies of all corporate records, including all notices and voting records, whether in electronic or paper form; and (d) in general, discharge all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Directional Team.

Section 6 – Treasurer

The Treasurer is not required to be a Directional Team Member. The Treasurer shall: (a) monitor the financial books of VCIL; (b) keep regular books of account and make them available for inspection at all times to the Directional Team Members of VCIL; (c) render to the Directional Team from time to time as may be required of him or her, an account of the financial condition of VCIL; and (d) in general, discharge all duties incident to the office of Treasurer, and such other duties as may be assigned to him or her by the Directional Team.

Section 7 – Delegation Of Authority

In case of the absence of any officer of VCIL, or for any other reason that it may deem sufficient, the Directional Team may either delegate the powers or duties of such officer to any Directional Team Member or employee of VCIL, for the time being, or may eliminate some or all of such powers or duties of such officer, provided a majority of the Directional Team concurs therein.

Section 8 – Removal

The President, Vice President, Secretary, or Treasurer may be removed by a majority vote of the Directional Team whenever, in its judgment, the best interest of VCIL shall be served thereby, but such removal shall be without prejudice to the contract rights, if any, of a VCIL employee so removed.

ARTICLE XI. FINANCIAL POLICIES

Section 1 – Fiscal Year

The fiscal year of VCIL shall be from January 1st to December 31st.

Section 2 – Disposition Of Assets

Subject to the members' non-binding voting processes as set forth in Article VII, Section 3, a sale, purchase, lease, exchange, mortgage, pledge or other disposition of property or assets of VCIL outside the normal course of business may be made by the Directional Team upon such terms and conditions and for such considerations, which may consist in whole or in part of the money or property, real or personal, as may be authorized by the Directional Team; provided, however, that sale, lease, exchange or other disposition of all or substantially all of the property and assets of VCIL shall be authorized only upon receiving the unanimous vote of the Directional Team Members at a Directional Team meeting called for that purpose and a majority vote of the Lead Pastor Team.

Section 3 – Contracts

The Directional Team may authorize any officer or officers, agent or agents, to enter into any contracts or execute and deliver any instrument in the name of and on behalf of VCIL provided that any contract, including without limitation loans, exceeding one year in term or ten thousand dollars in value requires two Directional Team Member's signatures.

Section 4 – Loans

No loans shall be contracted on behalf of VCIL and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Directional Team. Such authority may be general or confined to specific instances.

Section 5 – Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of VCIL, shall be signed by such officer or officers, agent or agents of VCIL and in such manner as shall from time to time be determined by resolution of the Directional Team.

Section 6 – Deposits

All funds of VCIL not otherwise employed shall be deposited from time to time to the credit of VCIL in such banks, trust companies or other depositories as the Directional Team may select.

Section 7 – Gifts

Any member of the Directional Team may accept on behalf of VCIL any contribution, gift, bequest, or devise for the general purposes or for any special purpose of VCIL.

Section 8 – Budgets

Each Location Team is required to present its budget during an annual Location Members meeting in accordance with Article VII.

ARTICLE XII. INDEMNIFICATION OF DIRECTIONAL TEAM MEMBERS AND OFFICERS

To the fullest extent permitted by law, VCIL shall have powers to indemnify any Directional Team Member, officer, or former Directional Team Member or officer of VCIL, or any person who may have served at its request as a Directional Team Member or officer of another entity or joint venture, whether for profit or not-for-profit, against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit, or proceeding in which he or she is made a party by reason of being or having been such Directional Team Member or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or intentional misconduct in the performance of a duty.

Such indemnification shall not be deemed exclusive of any other rights to which such Directional Team Member or officer maybe entitled, under agreement, or a recommendation of the Directional Team, or otherwise. No indemnification or advancement of expenses shall be made under this Article if such indemnification or such advancement of expenses would be inconsistent with: 1) the provisions of Section 501(c)(3) or Section 4958 of the Code or the Treasury Regulations promulgated thereunder; 2) a provision of VCIL's Articles of Incorporation or this Constitution; 3) applicable state law, or 4) a resolution of the Directional Team or other proper corporate action, in

effect at the time of the occurrence of the event giving rise to the alleged cause of action asserted in the threatened or pending action or proceeding, which prohibits or otherwise limits such indemnification or such advancement of expenses.

ARTICLE XIII. CORPORATE LIMITATIONS

Section 1 – Distribution Of Assets

VCIL, being organized exclusively for religious purposes, may make distributions to organizations and individuals in furtherance of its corporate purposes and in accordance with section 501(c)(3) of the Code.

Section 2 – Benefit Of Earnings

No part of the net earnings of VCIL shall inure to the benefit of, or be distributable to its members, Directional Team Members, directors, officers, or other private persons, except that VCIL shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set herein.

Section 3 – Public Influence

No substantial part of the activities of VCIL shall be to attempt to influence legislation by propaganda or otherwise, and VCIL 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.

Section 4 – Compliance

VCIL shall not carry on any other activities not permitted to be carried on 1) under the Act or Illinois Charitable Trust Law; 2) by a church exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law); or 3) by a church, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

Section 5 – Dissolution

Upon dissolution of VCIL, the Directional Team shall, after paying or making provision for the payment of all of the liabilities of VCIL, dispose of all of the assets of VCIL, exclusively for the purposes of VCIL in such manner, or to such organization or organizations organized and operated exclusively for religious purposes, as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Code and be engaged in activities substantially similar to those of the dissolving Church, as the Directional Team shall determine. Any such assets not so disposed of shall be disposed of by the appropriate court of law of the county in which the principal office of VCIL is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for

exempt purposes.

ARTICLE XIV. MISCELLANEOUS

Section 1 – Books And Records

VCIL, at its offices, shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Directional Team and committees, and shall keep a record of the names, mail and email addresses of all Directional Team Members, officers, and committee members. All books and records of VCIL may be inspected by a Directional Team Member, or his agent or attorney, at any reasonable time.

Section 2 – Corporate Offices

VCIL shall continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office. VCIL may have other offices within or outside the state and need not be identical with the principal office in the State of Illinois. The address of the registered office and registered agent may be changed from time to time by the Directional Team.

Section 3 – Amendments

A copy of this Constitution and any amendments shall be made available to all members. The Articles of Incorporation and this Constitution may be altered, amended or repealed, and new articles and a Constitution may be adopted by a two-thirds majority vote of the Directional Team Members present at any meeting called for that purpose and a majority vote of the Lead Pastor Team. Notice of the such proposed amendment (including the suggested text of the change) shall be given in writing 30 days in advance to all Directional Team Members, Location Teams, and Location Members per the requirements of Article VI, Section 2.4 herein, and shall identify the persons proposing the amendment.

Section 4 – Corporate Acquisition, Consolidation, Merger, Dissolution

In the event of a proposed acquisition, consolidation, merger or dissolution, the Directional Team shall adopt a written plan setting forth the terms and conditions of the proposed transaction and such other provisions with respect to the proposed transaction as are deemed necessary under applicable state law or desirable. No acquisition, merger, or other dissolution shall be adopted unless approved by a majority vote of the Directional Team and a majority vote of the Lead Pastor Team.

Section 5 – Conflict Of Interest Policy

Article XV is VCIL's Conflict of Interest Policy, which shall govern all actions and decisions by Interested Parties as defined in Article XV.

Section 6 – Seal

VCIL shall not maintain a corporate seal.

Section 7 – Severability

The invalidity or unenforceability of any provision in this Constitution shall not affect the validity or enforceability of the remaining provisions.

Section 8 – Confidentiality

As part of their fiduciary duties owed to VCIL, all Directional Team Members, directors, officers, committee members, key employees and other agents of VCIL (individually and collectively herein, “VCIL Party or Parties”) are expected to maintain appropriate confidentiality of information related to VCIL, including donor and supporter lists and related records, fundraising strategies, financial information about VCIL, organizational plans, marketing information, expense information, personnel matters, and computer passwords (all whether in electronic or paper format), and to prevent unauthorized disclosure to any outside party, except to the extent such information is otherwise disclosed in accordance with the ordinary course of business to the public or third parties or otherwise is required to be disclosed under applicable law. Such confidentiality is expected to be maintained at all times subsequent to service to VCIL. Each VCIL Party shall annually complete a confidentiality agreement. Notwithstanding the dispute resolution provision contained in this Article XIV, VCIL may enforce this provision as it deems appropriate (including mediation and arbitration at its option), and it shall be entitled to recover attorneys’ fees and costs against those found liable for violating this provision. Breach of this Section may cause irreparable injury to VCIL for which monetary damages are inadequate, or difficult to compute or both.

Section 9 – Applicable Law

All questions concerning the construction, validity, and interpretation of this Constitution and VCIL’s Articles of Incorporation shall be governed by the internal law, not the law of conflicts, of the State of Illinois.

Section 10 – Mandatory Dispute Resolution

In the event such a conflict may arise pertaining to this Constitution, and except as specifically provided otherwise in this Constitution regarding confidentiality and church discipline, the parties to the dispute shall resolve it as follows:

- a: Private:** The parties first in good faith shall seek resolution of the conflict personally, confidentially, and directly with each other. Such process should include: prayer; statements by each person, explaining and clarifying the issues involved; opportunities for the other person to respond; a discussion of each party’s responsibility; application of relevant Biblical principles; a discussion of appropriate solutions; agreement on a solution; and closing comments and prayer.
- b: Mediation:** If the parties cannot satisfactorily resolve a conflict privately within 30 days, then either party may request Christian mediation in writing to the other party. Crossroads Resolution Group, LLC shall act as mediator in all such cases. All costs of mediation shall be shared equally by the parties, except as they may otherwise mutually agree.
- c: Arbitration:** In the event the parties cannot resolve their dispute through mediation within an additional 30 days, they shall submit the dispute to binding arbitration through Crossroads

Resolution Group, LLC. All costs of arbitration shall be shared equally by the parties, except as they may otherwise mutually agree.

- d: Sole Remedy:** These methods shall be the sole legal remedy for any controversy or claim arising out of this Constitution. No party shall bring any dispute under this constitution to any court of law or chancery except to enforce a mediation agreement or arbitration decision.

Section 11 – Inconsistencies With Articles of Incorporation

If any provision of this constitution that is inconsistent with a provision of VCIL’s Articles of Incorporation, as amended from time to time, the Articles of Incorporation shall govern.

ARTICLE XV CONFLICT OF INTEREST POLICY

Section 1 – Purpose

The purpose of this Conflict of Interest Policy (“Policy”) is to protect VCIL and its tax-exempt status when VCIL is contemplating entering into a transaction or arrangement that involves certain individuals that have a special relationship with VCIL, either directly or through family or business relationships. The law imposes a fiduciary duty on VCIL's Directional Team Members, which carries with it a broad and unbending duty of loyalty to VCIL. The Directional Team Members have the responsibility of administering VCIL's affairs honestly and prudently, and of exercising their best care, skill, and judgment for VCIL's sole benefit. As such, they shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with VCIL or knowledge gained therefrom for improper private benefit. The interests of VCIL must be the first priority in each Directional Team Member's decisions and actions. This Policy is intended to supplement but not replace applicable laws governing conflicts of interest for nonprofits.

Section 2 – Definition Of Interested Person And Conflict Of Interest

a: Interested Person: An "Interested Person" shall include:

- i. any Directional Team Member, officer, Location Team Member, Location Pastor, member of a committee with Directional Team-delegated power, or key employee of VCIL (an employee with decision-making authority);
- ii. a substantial contributor to VCIL;
- iii. a person’s family not limited to but including spouse; brothers or sisters (by whole or half-blood); spouses of brothers or sisters (by whole or half-blood); ancestors; children; grandchildren; great grandchildren; and spouses of children, grandchildren, and great grandchildren; and
- iv. any corporation, trust, or other entity in which persons described above hold more than 35 percent of the total combined voting power.

b: Conflict of Interest: A "Conflict of Interest" is any transaction or arrangement involving VCIL, which directly or indirectly benefits an Interested Person.

Section 3 – Annual Statements

Each Directional Team Member, director, officer, member of a committee with Directional Team-delegated power, or key employees of VCIL shall annually sign a statement which affirms that such person: 1) has received a copy of this Policy; 2) has read and understands the Policy; 3) has disclosed on the annual statement all known potential Conflicts of Interest that may arise or have arisen; and 4) agrees to comply with the Policy. The Directional Team shall maintain a record of other known potential Conflicts of Interest that may arise or have arisen with Interested Persons not otherwise disclosed under this Article.

Section 4 – Procedures For Addressing Conflicts Of Interest

- a: Loyalty to VCIL:** VCIL must be careful in undertaking transactions with Interested Persons to ensure that the transaction is in the best interest of VCIL and that the Interested Person is not receiving an improper private benefit. This may include, but is not limited to, those transactions involving Interested Persons with decision-making authority in VCIL.
- b: Duty to Disclose and Recuse from Discussion and Vote:** Interested Persons with decision-making authority in VCIL have a duty to disclose the existence of a potential Conflict of Interest in any proposed transaction or arrangement under consideration by VCIL. After disclosure of the interest and all material facts related thereto by the Interested Person, including any initial questioning by the independent individuals on the Directional Team or committee, the Interested Person with the Conflict of Interest shall recuse himself or herself and is not permitted to participate in any discussion or vote, on the transaction or arrangement.
- c: Investigation and Due Diligence Analysis:** VCIL has a duty to investigate alternatives to any proposed transaction or arrangements involving Interested Persons to determine whether the proposed action is in the best interest of VCIL. If appropriate, the chairperson may appoint a disinterested person or committee to perform this investigation. After exercising due diligence, the Directional Team or committee shall determine whether VCIL 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: Decision-Making Process:** If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict of Interest, the Directional Team or committee shall determine by a majority vote of the disinterested Directional Team Members whether the transaction or arrangement is in VCIL's best interest and whether the transaction is fair and reasonable to VCIL, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
- e: Contemporaneous Reporting:** The acts taken to comply with this Policy, including the disclosure of the Conflict of Interest, investigation thereafter, explanation of the decision-making process, including the explanation of why the proposed action is or is not in the best interest of VCIL, and the individuals voting on the proposed transaction, shall be contemporaneously recorded in writing by VCIL in the minutes of the meeting, together with any comparability data or other supporting documentation.

Section 5 – Violations Of The Conflicts Of Interest Policy

If the Directional Team or independent committee has cause to believe that a Directional Team Member, officer, member of a committee, or key employee has failed to disclose actual or possible conflicts of interest, it shall inform the individual of the basis for such belief and provide an opportunity to explain the alleged failure to disclose.

If after hearing the response and making such further investigation as may be warranted in the circumstances, the Directional Team or committee determines that he or she has in fact knowingly failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, including suspension or removal from his or her position with VCIL.

Section 6 – Compensation And Avoiding Excess Benefits

- a: Duty to Recuse for Compensation:** An Interested Person who receives compensation, directly or indirectly, from VCIL for services, whether as an employee or an independent contractor, is precluded from voting on matters pertaining to his/her compensation or any benefits provided by VCIL to the individual.

- b: Review of Compensation Arrangements:** All compensation arrangements between VCIL and an Interested Person shall be reviewed at least every other year by VCIL to assure that compensation is reasonable and is the result of arms-length bargaining. Decisions regarding compensation shall be made only after the Directional Team or an appropriate independent committee examines relevant financial information regarding compensation received by similarly situated individuals for similar services performed. A copy of such relevant comparable financial information, including a description of how the data was obtained, shall be maintained as a part of the records of the Directional Team or appropriate independent committee making such compensation decision.

CERTIFICATION OF ADOPTION
OF VILLAGE CHURCH OF ILLINOIS CONSTITUTION

The undersigned, being the duly elected Secretary of Village Church of Illinois, an Illinois not-for-profit corporation, hereby certifies that the attached Constitution was adopted by the official act of the Directional Team and the same does constitute the Constitution of Village Church of Illinois.

Dated this _____ day of _____,
2018.

Secretary