



**THE GROTTO GROUP**

Growing business and community

Bylaws

2017

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## **Article I. Name**

The name shall be **The Grotto Group** with each meeting chapter being enumerated within each region starting with **1 (eg. Grotto Group ID-1)**. Each group may select a nickname that will be displayed on the website.

## **Article II. Time and Location**

The meeting time and location for each chapter shall be determined by that chapter. Chapter leadership must notify the Grotto Group administration of any changes in location or time of chapter meeting prior to the chapter meeting. Chapter time and locations will be posted on the calendar at [www.TheGrottoGroup.com](http://www.TheGrottoGroup.com).

Permanent Changes to Chapter time and/or locations must be approved in advance by the Regional VP.

## **Article III. Mission**

Each member strives to become a sales force in the business community for all members. In addition, each member looks for opportunities to help in the community within the framework of Grotto Group activities. We work to make the business community more successful and the communities we live and work in better places to live.

## **Article IV. Vision**

The Grotto Group strives to become an effective and meaningful participant in business, and the communities in which we live and work. We will actively participate in community events, donating our proceeds to community organizations that lend help to those less fortunate. We will strive to be an example of a positive, ethical and effective organization. We seek to grow The Grotto Group, dynamically pursuing an ever greater and positive impact on business and community.

## **Article V. Dues**

The dues for each member shall be set at \$29 per month or \$315 per year and shall not be prorated for any portion of a month or year to which they are to apply. In addition to the regular quarterly dues new members are required to pay a setup fee of \$129.

If a member is signed up for Auto Pay the member will receive an invoice in the morning and their payment will be processed that evening. The member will receive payment confirmation within the next 24 business hours.

Dues will be due within 15 days of the start of the quarter payable to "The Grotto Group." Members that are 30 days past due on their membership may be terminated at the discretion of

the Regional VP in consultation with the local chapter leadership. Members that reach 45 days past due will have their membership immediately terminated and will be subject to a reinstatement fee of \$129 and will need to complete a new application and interview to reinstate their membership in The Grotto Group.

Members that wish to transfer their membership from one group to another will be subject to a \$35 transfer fee, to be due and payable prior to the transfer being finalized.

Each chapter shall have the authority to add an additional fee to the quarterly dues to cover any additional chapter expenses such as fees for the meeting location, subject to the approval of the Board of Managers.

Any additional fees added by a chapter shall only apply to members of that meeting chapter.

All monies paid to The Grotto Group, LLC are ***NON REFUNDABLE. Dues are subject to change at the discretion of the Board of Managers.***

## **Article VI. Charitable Giving**

At the end of each calendar quarter The Grotto Group will make available to each Regional VP a report showing how much money their region has available to donate to approved 501(c)3 organizations. The distribution of the money is at the discretion of the regional VP with the approval of The Grotto Group CFO. The amount of money available to each region will be based on the number of paid members in the previous calendar quarter according to the then current Charity Fund Rates table, published to each regional VP for the current fiscal year.

## **Article VII. Regions**

For the purposes of manageability, The Grotto Group will be divided up into regions with a regional VP being appointed by the Board of Managers. The Regional VP will be responsible for the growth and development of groups within their respective region.

If a region does not have a Regional VP, the Board of Managers will fill the role of the Regional VP until such time as a Regional VP is appointed for the respective region.

Regions will be divided and designated at the discretion of the Board of Managers.

### **Section 7.01 Advisory Committee**

The Advisory Committee for each region will meet at the discretion of the Regional VP of the region and shall consist of the Regional VP and one representative (either the Vice President or the President) from each chapter in that region.

## **Section 7.02 Election Committee**

The election committee for each region will be appointed by the Regional VP from members within that region. The election committee will be responsible for interviewing and selecting the president of each chapter in that region and providing the selection to the Regional VP for final confirmation.

## **Article VIII. Chapter Organization**

### **Section 8.01 Leadership Positions**

Each chapter will nominate, from their own membership, a president and the president will select a leadership team to include the following:

1. President – Nominated by the chapter, interviewed by the election committee and approved by the Regional VP
2. Vice President – Appointed by President
3. Secretary/Treasurer – Appointed by President

### **Section 8.02 Leadership Terms**

The leadership of each chapter will serve for 6-month terms.

### **Section 8.03 Leadership Term Limits**

Each leader will be allowed to be considered for office as often as they wish.

### **Section 8.04 Confirmation**

The president will be interviewed by the election committee in their region and subject to final approval by the regional VP.

### **Section 8.05 Leadership Roles**

The roles for each of the leadership positions of the chapters shall be as follows:

1. President – Shall preside over chapter meetings and chapter leadership meetings, create standing, special, or temporary committees as needed, recruit and appoint members to serve on committees as needed, attend the regular Grotto Group Advisory Committee meetings, attend chapter leadership meetings, vote on the business of the chapter. The President is responsible for the growth and health of the group.
2. Vice President – assist the president with the formation of and recruitment for standing, special, and temporary committees, preside over chapter meetings and leadership meetings when the President is unable, attend in place of the President at The Grotto Group Advisory Committee meetings when the President is unable, maintain an active membership list for the chapter, organize greeters for the chapter guests, attend chapter leadership meetings, vote on the business of the chapter.

3. Secretary/Treasurer – shall be responsible for collecting and delivering membership applications to the Board of Managers, ensure that membership checks are mailed to The Grotto Group, attend chapter leadership meetings, preside over elections and ensure that voting policies and procedures are followed to elect the leadership team of the chapter, maintain an accurate and up to date attendance and referral record, ensure that voting outcomes are promptly delivered to the Board of Managers for review, vote on the business of the chapter, attend Grotto Group Advisory Committee meetings if VP and President are unable to attend.

## **Section 8.06      Leadership Elections**

### **(a) Nominations**

Nominations for the position of President of each group are due to their regional election committee no later than February 1<sup>st</sup> and August 1<sup>st</sup>. Presidential nominees will be interviewed by the election committee in their region and final recommendations presented to the Regional VP for approval. Presidents and their selected leadership team will take their positions on March 1<sup>st</sup> and September 1<sup>st</sup>.

Vice President and Secretary Treasurer positions will be recruited and appointed by the selected president.

### **(b) Confirmation by the Regional VP**

The President of each chapter is subject to confirmation by the Regional VP prior to assuming their position.

## **Section 8.07      Leadership Training**

Leadership training classes will be organized prior to the start of their new term all incoming presidents are **required** to attend the training class and vice president and secretary treasurers that have been selected are **highly** encouraged to attend.

## **Section 8.08      Committees and Purpose**

The President of the chapter shall have the authority to create and maintain whatever standing, special, or temporary committees as he/she sees fit.

## **Section 8.09      Committee Leadership**

The President of the chapter shall have the authority to appoint a chairman for any standing, special, or temporary committees not already designated and appointed earlier.

If the President does not appoint a chairman for a committee then committee shall elect their own chairman to serve for as long as the committee is in existence or until the President appoints a new chairman.

The process for electing a chairman in a committee shall be determined by the members of that committee.

## **Article IX. Board of Managers**

### **Section 9.01 Board of Managers**

The Board of Managers exists per and is governed by the operating agreement of The Grotto Group, LLC. The Grotto Group, LLC is a private, for-profit, Limited Liability Company.

### **Section 9.02 Board Members**

Subject to the owners of The Grotto Group, LLC the current board members, as of the time of publication of this document, are:

1. Brian Doke
2. Bill Re
3. Denver Barfuss

## **Article X. Executives**

### **Section 10.01 Executives**

The currently appointed Executive Offices of The Grotto Group, LLC are as follows:

CEO and President – Chief Executive Officer  
CFO – Chief Financial Officer  
COO – Chief Operating Officer  
CCO – Chief Communications Officer

## **Article XI. Membership**

### **Section 11.01 Goal**

Attract persons with the following qualities:

Trustworthy  
Friendly  
Professional  
Responsive  
Integrity  
Outstanding in their field  
Experience  
Connected / Networker  
Socially adept  
Communicative



Follow through / Follow up

Commitment

Team work

## Section 11.02 Application Process

1. Applications shall be accessed, completed and submitted on-line at [www.thegrottogroup.com](http://www.thegrottogroup.com). A prospective applicant must visit the chapter to which they are applying in person before submitting an application to that chapter. **PAPER APPLICATIONS SHALL NOT BE ACCEPTED.**
  - A. An interview must be conducted with 2 members of group leadership or 2 separate interviews with 2 different members of group leadership.
  - B. Once approved, the new member will receive two invoices by email. One will be the new member fee, and the other will be the first quarter dues, if the member is signed up for Auto Pay, or first annual dues.
  - C. New members must sign up for auto-pay by ACH or credit/debit card or annual dues.
  - D. Interviews should be setup within 1 week of receiving an application.
  - E. Recommendations to accept or reject should be made within two weeks of receiving the application.
  
2. Considerations.
  - A. A conflict is a situation where the applicant offers the same products or services as someone already in the group.
  - B. In the case of an apparent conflict, contact the existing member to determine if it does indeed constitute a legitimate conflict.
  - C. If the apparent conflict is indeed not a conflict with the existing member proceed with the application process.
  - D. If an applicant is finally rejected, the chapter President will first contact the Grotto Group member who referred the applicant to explain. If there are no legitimate reasons why the applicant should be further considered, the President will contact the applicant and explain the rejection.
  
3. Additional Considerations
  - A. All References should be contacted for information in addition to the interview process.
  - B. Specific References can be internal or external.
  - C. So, if the reference or references are existing members, the committee should give these references the greatest weight when comparing additional evidence.
  - D. First hand evidence from a member that has worked with the applicant, for good or bad, is the best evidence we can glean for a determination of membership.
  - E. Until then, each applicant must turn in two references.
  - F. Calling external references should only be done when necessary, that is, if there are no internal references, and there is a deadlock or dispute, the leadership would then use the external references as a determining factor.

G. Knowledge of internal references should be recorded.

#### 4. Application Acceptance/Rejection

Upon acceptance or rejection of an application the application email should be forwarded to [applications@thegrottogroup.com](mailto:applications@thegrottogroup.com) with a comment indicating the status of the application as accepted or rejected. If the application is rejected a comment should be included as to the reason for rejection.

### **Section 11.03 Changing Chapters**

If a member desires a change in their chapter membership they must follow the following procedure:

1. The member must submit a new application to the chapter to which they would like to change to.
2. The member must complete an interview with the new chapter and explain their reason for wanting to change chapters.
3. If the change application is approved by the chapter leadership then the Regional VP must be notified and the Regional VP will make a determination if the change will be approved.
4. If the Regional VP approves the change then an invoice will be generated for the change fee of \$35 and will be due and payable prior to the change being finalized.

All membership changes must be approved by the Regional VP and are solely at the discretion of the Regional VP.

### **Section 11.04 Membership Termination**

Upon a member quitting or having their membership terminated, the chapter leadership or the member must notify the Grotto Group by emailing [resign@thegrottogroup.com](mailto:resign@thegrottogroup.com).

### **Section 11.05 Attendance**

More than 3 unexcused absences per quarter is considered excessive and subject to membership review. An unexcused absence is no prior communication or no substitute in attendance. Multiple excused absences may also result in membership review. A sub must be someone from outside your chapter.

Attendance for each member should be tracked by the chapter.

### **Section 11.06 Membership in Multiple Chapters**

Membership in more than one group is expressly prohibited unless approved by the Regional VP.

### **Section 11.07 Visiting Other Chapters**

Members are invited to visit other groups. Visitations should not exceed more than one visit per chapter per month. In other words, members should not visit the same chapter more than once per month.

### **Section 11.08 Multi-Level Marketing**

We welcome individuals working in a multi-level marketing company however; the focus must remain on the products and services. Members must refrain from promoting the business opportunity during chapter meetings and presentations.

### **Section 11.09 Promoting Multiple Businesses or Products**

A member must only promote the business and/or product or service that they applied for on their application. A change in the product or service must be approved by the chapter leadership.

### **Section 11.10 Referrals**

1. Communicated to member and followed up with a referral slip.
2. Definition of a qualified referral
  - a. Defined need with a timeframe
  - b. Member received permission from referral for member to call
  - c. Referral expects member's call
  - d. Reasonable expectation of success
  - e. Referral is in a position to make a decision

3. Quantity

No less than two per month to meet minimum standards

4. Referral Handling

Respond according to referrers instructions and inquire as to what is expected.

5. Referral Tracking

Referrals should be tracked in each chapter.

### **Section 11.11 Participation in Community Service and Social Events**

#### **(a) COMMUNITY EVENTS**

You are required to participate in at least one community service event in any calendar year.

#### **(b) SOCIAL EVENTS**

We highly encourage all members to participate in chapter and Grotto Group's social events to build, promote, enhance, and sustain quality business relationships. All members are required to participate in at least one social event in any calendar year.

## **Section 11.12 Professionalism**

Timely

Considerate

Attentive

Trade-appropriate dress

## **Section 11.13 Free Meeting Spaces**

If your chapter has meeting space provided at no charge, please be certain to make a concerted effort to purchase something in order to maintain our meeting facilities. Also, please make sure to tip your service partners well.

## **Section 11.14 Suspension**

Failure to meet the minimum standards is subject to membership review by Chapter leadership. Chapter leadership must communicate with the member in question and the member must be given an opportunity to correct the situation. If the member in question is not able to rectify the situation in a reasonable time frame, determined by the leadership, then the leadership has the authority to jettison the member from the chapter.

Chapter leadership and the Regional VP reserves the right to terminate a member's membership if it is discovered that the member is exhibiting, or has exhibited, behavior unbecoming of a Grotto Group member inside or outside a meeting.

## **Article XII. Conflict Resolution**

In the event of discord between members, members are expected first to meet with each other to resolve the issue. If the issue is not resolved between the members, the problem should be brought to the attention of the chapter leaders for resolution. The Board of Managers would be the last resort to determine a resolution of the issue if the members and chapter leadership fail to do so.

## **Article XIII. Leadership Position Vacancy**

In the event that a chapter Leader position is vacant the Regional VP will appoint an individual to temporarily fill that position.

## **Article XIV. Dissolution of a Group**

From time to time the Board of Managers may deem it necessary to dissolve a group. When this happens the members of that group will be given the opportunity to join another Grotto Group chapter without incurring a new member fee.

## **Article XV. Amending the Bylaws**

The Bylaws of the Grotto Group can be amended at any time by a majority vote of the Board of Managers.