

FLYING TWENTY, INC.
RULES, REGULATIONS and POLICIES

Paragraph 1 - GENERAL

- 1) The name of this organization is the "Flying Twenty Incorporated" but may also be sometimes referred to as the Flying Twenties, Flying 20's Inc., Flying 20's, F20s, or simply, the "Club."
- 2) The purpose of the Flying 20's is to promote aviation and flight safety, to instruct and educate pilots, and to promote the sport of flying in general while keeping the costs to a minimum.
- 3) This Club is affiliated with San Jose State University (SJSU) students, faculty, staff and alumni.
- 4) The Club's corporate records are available to all members upon reasonable request.
- 5) Any personal property, including airplanes, aircraft accessories, tools, furniture, computer; etc. shall be owned, recorded, and possessed in the name of the Flying Twenty, Inc.

Paragraph 2 - MEMBERSHIP

- 1) Members of the corporation shall be only those persons who are either currently enrolled students, alumni, or faculty or staff of San Jose State University.
 - a. The board may extend a provisional membership to a person who does not qualify under part 1 of this section in order to meet a need for the club. A provisional member will have all the same responsibilities and dues but shall retain no voting power in official business.
- 2) Each person seeking to become a member shall submit an application, an application fee, and provide credit references as required by the Board.
- 3) Each prospective member will be provided with copies of the Bylaws and these Rules and Regulations and shall, in writing, acknowledge receipt of the same, whereby s/he agree to abide by the rules and regulations and bylaws, and to act always for the betterment of the Club.
- 4) Each applicant shall be reviewed by the Board prior to attaining membership.
- 5) Membership in the Club will not be denied to anyone on the basis of race, religion, national origin, age, sex, disability, veteran's status, or sexual orientation, except as sanctioned by the Student Organizations Regulations of San Jose State University, Federal Air Regulations, or by law (including the California Administrative code, Title 5, Section 41500; Educational Amendments of 1972, Title IX).
- 6) Membership can be denied for any other reason, including, but not limited to, insurance restrictions, moral integrity, criminal record, or financial insolvency.
- 7) No member of the organization shall engage in hazing, participate in hazing, or commit any act that causes or is likely to cause bodily danger, physical harm, or personal degradation or disgrace, or resulting in physical or mental harm to any other member of the organization or person attending a Club function or activity.
- 8) A member seeking to terminate their membership must send written notice, explicitly and unconditionally so stating that they are terminating their membership, to: Flying 20 Inc., P.O. Box 730338, San Jose, CA 95173-0338 or by emailing such notice to the Club's Treasurer.
 - a. The Flying Twenty is not responsible for maintaining records of terminated members.
- 9) Any member who has terminated membership, but now seeks to regain a membership is first required to re-apply for membership, pay the application fee, receive Club checkouts for both the Club's current operating procedures and for each model of Club aircraft before being allowed to fly such aircraft, and perform any other new member's obligations. Regaining a membership is not automatic and may be denied.
- 10) The Board of Directors can grant a membership to the "Faculty Advisor" for the Club. No fees or dues shall be asked of the faculty advisor.

Paragraph 3 - DUES, RENTAL RATES, FEES, CREDITS, PENALTIES

- 1) Upon application for membership into the Club, applicants shall pay a non-refundable application fee of eighty dollars (\$85).
- 2) Starting the month following their acceptance, all Club members will pay monthly dues of thirty-five dollars (\$35). The Board of Directors and anyone singled out by the Board for special services rendered above and beyond normal voluntary club work may be exempted from monthly dues.
- 3) In order to increase attendance and good fellowship, a member who attends the Club's monthly general meeting will receive five dollars (\$5) credit on his/her next bill.
- 4) Each member is required to participate in at least one monthly plane wash during each quarter (three-month periods beginning January 1 of each year). A twenty-five dollar (\$25) fine will be automatically assessed to each member failing to fulfill this obligation.
- 5) All flights will be entered in the log located in each aircraft. Flight time is charged according to Hobbs meter. Should the Hobbs meter be inoperative, flight time will be charged at 1.3 times the tachometer reading.
- 6) The Club's Cessna 152, N5171B, rents for eighty-four dollars (\$84) per hour wet Hobbs. The Cessna 152, N67384, rents for eighty-nine dollars (\$89) per hour wet Hobbs. The Cessna 172, N828LP, rents for one hundred fifteen dollars (\$115) per hour wet Hobbs. Rates are subject to change by the Board without notice.
- 7) CFIs who have instructed in a given quarter are exempt from Plane Wash fees.
- 8) The Club's billing cycle starts on the first day of the month and ends on the last day of the month. Bills are viewable on schedulmaster. Should a paper statement be desired, it can be requested from the Treasurer or printed from schedulmaster by the member. Payment is due by the end of that month. Late fees are assessed at the 15th of the next month and are charged at ten percent of the unpaid principal. Late fees may be waived or modified by the Board in special circumstances.
- 9) Members will be grounded (not permitted to fly Club aircraft) if their bill and late charges are not fully paid by the tenth (10th) day of the successive month (i.e., the 40th day after a billing cycle).
- 10) It is the member's responsibility to inform the accountant of any temporary or permanent change of address, phone number(s) and email address. Late fees will apply for bills returned by the Post Office to the Club due to a Member's failure to update their contact information with a new mail/email address.
- 11) Grounded/Suspended (Suspended from scheduling an aircraft) members are NOT allowed to fly Club aircraft while grounded or suspended. Members are subject to Club disciplinary actions if fly when grounded/suspended. A grounded/suspended flight instructor will not be allowed to flight instruct in the Club aircraft until suspension is removed.
- 12) Flight time will be charged at twice the standard hourly rate for any grounded/suspended member flying a Flying Twenty aircraft.
- 13) Members can be expelled from the Club for failure to fully pay their flight bill for three (3) consecutive months and expect the credit card on file to be charged for the unpaid balance.
- 14) Payment arrangements may be made with Board of Directors.
- 15) Bills must be paid in full at termination of membership. Failure to do so will subject the member to fines, late charges, and/or a small claims lawsuit.
- 16) New members will not be authorized to fly until all paperwork is complete. Prospective members may, however, take one introductory flight with a club CFI before submitting their application and related paperwork. The CFI is responsible for all rental charges associated with the introductory flight.
- 17) A member's spouse is permitted to use club aircraft and club instructors for the purpose of taking a "Pinch-Hitters" course (a course designed to let the spouse take control of the aircraft and return for landing should the pilot become disabled). A spouse is deemed to include all such relationships permitted by California law. Spouses are not required to be Members for this purpose, but must first agree in writing to abide by all the rules and regulations of the club. The Pinch-Hitter course is limited to a maximum of five (5) hours of instruction in Club aircraft. The spouse's flight time will be billed to the Member's account, as well as a one-time fee of \$20.

Paragraph 4 - LIMITATIONS and RESPONSIBILITIES

- 1) Each member is solely responsible for the safe operation of the Flying Twenty, Inc. aircraft. The member must be and remain in compliance with all applicable Federal, State, and local regulations, as well as the Club's rules and regulations, while the Club's aircraft is in his/her custody, control, or possession.

- 2) All members shall fly with permission of the airport manager at the field where the airplane is located. At public airports, said permission shall be presumed as granted unless it is specifically withdrawn for any reason such as weather, traffic, etc.
- 3) Takeoffs and landings off of airports (fields, roads, etc.) or at unimproved airports (other than paved or hard surfaced runways) are prohibited (except in an emergency). If a member requires unimproved airport experience for advanced training, the member must first get approval from the Board of Directors.
- 4) Formation flying is prohibited at all times.
- 5) Members must comply with all applicable aircraft manufacturer's specifications set forth in each Club aircraft's Pilot Operating Handbook, and specifically including all of the aircraft limitations.
- 6) No aerobatics shall be performed in Club aircraft, except as specifically required for certificates or ratings, under the direct personal supervision by a Club FAA certified flight instructor, and in full and strict compliance with the aircraft manufacturer's specifications and limitations.
- 7) There shall be no smoking or alcohol consumption in or about the club's aircraft, aircraft shelter, or hangar.
- 8) Flying Twenty's, Inc. aircraft are restricted to contiguous limits of the United States. No international flights are permitted.
- 9) Except as may be authorized by the Board of Directors in writing, only Club members may act as Pilot In Command (PIC) of Club aircraft.
- 10) No unlawful behavior will be tolerated from any member, including, but not limited to, sexual harassment, criminal acts, and unsafe practices.
- 11) Any member guilty of a violation of the Club's rules and regulations shall be subject to one or more of the disciplinary actions (not necessarily listed in sequence or severity):
 - a. Specified fine or work detail;
 - b. The member may be grounded for a specified period;
 - c. Suspension from the Club;
 - d. Pay for any repair work required as a result of the violation;
 - e. The member may be asked to voluntarily resign in lieu of termination;
 - f. Termination of membership.

Paragraph 5 - CLUB MEETINGS and ACTIVITIES

- 1) General Membership meetings are held on the third (3rd) Saturday of each month. Meetings are normally held at the Reid-Hillview Airport Terminal, or as otherwise designated in the notice.
- 2) Active Members who attend a Club meeting will receive a five dollar (\$5) credit toward their monthly bill for each meeting they attend. Meetings start at 12:00 p.m. Guest speakers and video presentations are normal features. New or revised FARs, rules, regulations, procedures and policies will be discussed. The emphasis of such monthly meetings will be on safety.
- 3) Plane washes (weather permitting) are normally held before General Meeting. Plane washes usually start at 9:00am but are subject to change.
- 4) Members showing up more than 30 minutes after the plane wash start time will not receive attendance credit.
- 5) Hangar clean-ups or alternative activities may be scheduled from time-to-time, as called for by the Board. Plane-wash credit may be applicable for those participating.

Paragraph 6 - OPERATING RULES and AIRCRAFT MAINTENANCE

- 1) All FAA required maintenance shall be, and is, done by FAA certified mechanics, repair stations, and commercial Fixed Based Operators.
- 2) Before each flight, the PIC shall assure himself/herself that the plane he/she is accepting to fly is airworthy and meets all FAR requirements.
- 3) All aircraft discrepancies shall be written on the aircraft squawk sheet immediately for prompt maintenance.
- 4) If a Club member PIC believes that a Club aircraft may be unairworthy, or is unsure the aircraft's airworthiness, s/he must write on the aircraft's squawk sheet: "Unairworthy, Do NOT Fly" and use the "Grounded" sign placed in the aircraft. S/he must immediately notify the Club's Maintenance officer, or the Assistant Maintenance officer, the President, or the Vice-President of Operations, in that order. Failure to do so may result in disciplinary action. As a courtesy to members who are scheduled to use the aircraft, the member who finds the

aircraft unairworthy should attempt to contact the person next scheduled for the aircraft. The first Board member contacted should then attempt to advise those members who have scheduled that aircraft of its current status. Any member operating a squawked "unairworthy" aircraft will be subject to Club and/or FAA disciplinary action.

- 5) No maintenance shall be performed without the approval of the VP of Maintenance or his designee.
- 6) After completion of any maintenance work, only the VP of Maintenance or the Assistant Maintenance officer may release that aircraft for flight operations.
- 7) A member who, while on a cross-country flight, experiences a maintenance, equipment, or aircraft discrepancy which makes continuation of the trip back to Reid-Hillview impossible, illegal, or potentially unsafe, is authorized to incur up to two hundred dollars (\$200) in repair expenses without prior approval. If the estimated repair cost exceeds this amount, prior approval from the VP of Maintenance or the President is required. Failure to do so may result in the club's refusal to reimburse the member for the excess repair costs.
- 8) Members will be charged for the recovery costs of the aircraft if it is left abandoned at airports other than RHV, if such Member's decision evidences poor judgment.
- 9) For local flights, Members are encouraged to use only the fuel provider where the Club has its main account (currently San Jose Fuel Company). If a member requires fuel when the main provider is unavailable, they may use the self-serve island and charge to the credit card in the aircraft. If a member purchases fuel from another company at a higher rate, they may be responsible for paying the difference.
- 10) Members are responsible for complete, legible, and accurate filling-out of the flight tags. Each member shall determine that the Hobbs meter last reported on a flight tag is the actual Hobbs reading for the beginning of their flight. Any meter readings falling between two numbers shall always be rounded up. Discrepancies should be immediately reported to the Treasurer, or other Board member if unavailable, and members should not fly until the discrepancy has been noted. Members who fail to report a discrepancy may become liable for missing flight time.
- 11) After each fueling, members are required to properly fill out the fuel log maintained in the aircraft's flight tags. Members are also required to print their name across the top of any fuel receipts.
- 12) Pilots should ensure that after each flight the aircraft is properly secured according to the aircraft checklist, ensuring that all electrical switches, except the beacon switch, are turned off, the tie-downs are securely fastened, wheel chocks in place, the pitot cover and the control lock properly in place, and the doors locked. Failure to do so will result in the responsible member paying for any damages that occur.
- 13) Before each flight, the pilot MUST visually verify the fuel level in each tank and ensure that s/he will have sufficient fuel for the planned flight, including the FAR fuel reserve requirements for day, night, and IFR flights, as applicable.
- 14) Any instance of noncompliance will be evaluated by the Safety Evaluation Committee and may result in a fine, suspension from flight status, financial responsibility for any repairs/liability incurred, or additional flight instruction prior to use of club aircraft.
- 15) A member on a cross-country must notify a member of the Board of Directors if they are unable to return on schedule. The member is responsible for returning the aircraft safely. S/he is responsible for all costs reasonably incurred by the Club to return the aircraft to RHV, except for mechanical or electrical failure not caused or contributed to by the Member.
- 16) Extended over-water flights are not permitted (e.g., a flight to Catalina Island or sight-seeing to the Farallon Islands).
- 17) All cross-country flights outside of California require the advance approval by the Board of Directors.

Paragraph 7 - AIRCRAFT SCHEDULING

- 1) Aircraft may be scheduled by accessing the club's computerized scheduling system via telephone at (800) 683-8055, or online on the Internet at www.schedulemaster.com/smlogin.htm
- 2) Aircraft may not be scheduled more than thirty (30) days in advance.
- 3) Members are limited to five (5) flight sessions, of which one may be a cross-country (as defined by the club) at a time. Exceeding this limit may result in the forfeiture of all the member's current scheduled sessions.
- 4) (reserved)
- 5) Members may schedule an aircraft for a maximum of three (3) hours for a local flight (8:00 a.m. to 5:00 p.m.), and twenty-four (24) hours for a cross-country. Past these limits, a prior approval from the Board is necessary.

- 6) All aircraft must be flown a minimum of two (2) hours per twenty-four (24) hour period scheduled. Members will be charged this time whether flown or not.
- 7) A member scheduling an aircraft for longer than twenty-four (24) hours without prior Board approval is subject to penalty. That penalty will entail charging two (2) hours of flight for each additional day or part thereof after the twenty-four (24) hour period. Back to back scheduling in order to circumvent this rule is strictly prohibited, and the scheduling member will be subject to penalties.
- 8) If a schedule is not cancelled prior to the beginning of the session and not flown, the member may be charged a penalty up to one flight hour per schedule.
- 9) A member failing to appear for his/her scheduled flight within thirty (30) minutes of the beginning of the session forfeits his/her time for the aircraft during that period, and by such allows any other member to take the aircraft for the period. The scheduling system will allow you to override another members schedule thirty (30) minutes after its proposed start time. Cancellation fines may apply to the missing member.
- 10) Scheduling priority is given for FAA check-rides.
- 11) A club member's scheduling privileges and PIN are nontransferable.
- 12) Members who continuously violate scheduling policies may be subject to further disciplinary action. The Board may grant exemptions to student pilots for FAA check-ride preparation on the instructor's request.

Paragraph 8 - PILOT'S CURRENCY

- 1) Members are responsible for maintaining compliance with applicable Federal Aviation Regulations, including all currency requirements. Violation of FAR's may result in the loss or denial of insurance coverage.
- 2) A new club member, regardless of his/her pilot certificate(s), or prior experience with make and model of aircraft must receive a check-out in each model of Club aircraft. The checkout must include a flight with a club approved CFI. A checkout in one Club aircraft is valid for another Club aircraft of the same make and model.
- 3) Members are required to undergo an annual check-ride with a club instructor. An FAA check-ride for any certificate or rating, or completion of the FAA "Wings" program, may be used in lieu of the annual proficiency check.
- 4) A member who has not flown with the club for ninety (90) days or more may be required to take a check-ride with a club instructor before using his/her privileges of PIC in a club aircraft. Members who can produce sufficient evidence that s/he flew as PIC in a similar make and model during this period may bypass this requirement.
- 5) A "High Altitude" (density altitude) checkout with a Club CFI is required for members who wish to use airports with a density altitude in excess of four thousand (4,000) feet. Any mountain flying also requires the High-Altitude checkout.
- 6) A "Right Seat" checkout from a Club CFI is required of members who intend to fly from the right seat. A "right-seat" checkout alone does not confer CFI privileges.
- 7) It is the member's responsibility to provide the Board with a copy of any new pilot certificates, ratings, current medical certificate, proof of flight review, or any other documents which pertain to their flying privileges. Copies of such documents shall be placed in the Club's hangar drop box and shall be signed by the member attesting to its authenticity.

Paragraph 9 - FLIGHT INSTRUCTION

- 1) Only FAA Certified Flight Instructors, approved by the Board of Directors, may instruct in the Club's aircraft.
- 2) A member with a Flight Instructor Certificate, who has been a member for at least twelve (12) months may apply for club CFI privileges, however Board approval may deviate from this rule.
- 3) Only current members may receive instruction in the Club's aircraft, using exclusively their personal PIN (not the instructor's PIN) for online aircraft scheduling. The first flight may, however, be used as an introductory flight and will be scheduled by the flight instructor. The instructor will fill out the flight tag and is responsible for all charges pertaining to the flight. Instructors may not otherwise schedule for students. Violations may be subject to disciplinary action.
- 4) Each flight made by a student pilot must be under the direct supervision of a club CFI, who must have specifically approved each flight undertaken by the student pilot prior to takeoff.
- 5) No student pilot may take a passenger unless one of these occupants is a certified flight instructor approved by the club and is providing instruction.

- 6) Instructors may charge up to Forty Dollars per hour (\$40) for ground and flight instruction.
- 7) Each CFI is required to make at least one presentation per year on the flight safety subject of his/her choice. Presentations are to be given during the general membership meetings and should be no longer than 15 minutes.
- 8) Instrument students shall have priority in scheduling the Cessna 172 (N828LP). Also, students who are unable to fly the 152s due to weight limitations may have priority.
- 9) A CFI may not limit his/her instruction to only one particular student. Instruction must be provided on an equal opportunity basis.
- 10) It is the instructor's responsibility to return to the VP of Operations any check ride and checkout forms immediately after endorsement. The drop box may be used if the VP is not accessible.

Paragraph 11 - INSURANCE COVERAGES & MEMBER'S FINANCIAL RESPONSIBILITY

The Club maintains third-party liability insurance in full compliance with California law. Additionally, the Club self-insures its aircraft for hull loss or damage. However, each Member is responsible for his or her own acts, errors and omissions which cause injury, death or damage to others, including passengers. While Club liability insurance may defend and indemnify the Club and its Members for insurable losses, up to the policy limits, any amounts in excess of that coverage can be the responsibility of the member causing or contributing to the loss. Any member engaging in flight activities that are outside of the Club's insurance coverage, or is reckless and careless, or is prohibited by Federal Aviation Regulations, may be the sole responsibility of that Member for all of the financial damages caused by such activity. Furthermore, the Club has the right to, and may seek, indemnification from the member for any uninsured losses caused or contributed to by the Member.

- 1) Current insurance coverages and requirements are posted in the hangar and a copy of the insurance policy is available to members upon request.
- 2) Each member shall accept responsibility for all loss or damage to club property, up to a maximum of five thousand dollars (\$5,000) or 50% of total damages, whichever is less, resulting from his/her errors, omissions, or neglect. These dollar amounts may be changed without notice in accordance with current insurance and Board policies. The member's responsibility for loss or damage shall be determined by the Club's Safety Evaluation Committee after the member is offered the opportunity to be heard. In the absence of any mitigating evidence brought by the member, it will be presumed that the Member is responsible for the loss or damage to the Club aircraft.
- 3) It is the responsibility and obligation of each Club member to note and report to a Board member any aircraft or component damage prior to his/her flight in that aircraft. Any damage to the aircraft or its components that is first detected after the flight is presumed to have been caused by the member last flying that aircraft, who will then be financially responsible for the repairs. At the member's request for a hearing on his or her responsibility for the damage, shall submit the matter for determination to the Safety Evaluation Committee.
- 4) **INSURANCE COVERAGE MAY BE DENIED TO ANY MEMBER WHO IS NOT IN COMPLIANCE WITH THE APPLICABLE FEDERAL AVIATION REGULATION REQUIREMENTS AND WHO OPERATES OUTSIDE OF THE COVERAGES AFFORDED BY THE INSURANCE POLICY. SUCH MEMBERS MAY BE HELD TOTALLY LIABLE FOR DAMAGES TO CLUB PROPERTIES AND INJURY OR DEATH TO THIRD PERSONS AND DAMAGE OR LOSS TO THE PROPERTIES OF OTHERS.**

Paragraph 12 - (reserved)

Paragraph 13 - HULL INSURANCE FUND COMMITTEE

- 1) The Hull insurance fund exists primarily to provide funds for the replacement of club aircraft and assets in the event of loss or damage. Also, the fund exists as collateral for any debts the club may incur, as well as any causes for which the Hull Fund Committee deems worthy.
- 2) The Hull Fund Committee is comprised of the President of the Flying Twenty, the Treasurer of the Flying Twenty, the faculty advisor, and two members elected by the Board of the Flying Twenty. The elected members are chosen for their knowledge and experience in aviation and/or business.

- a. The Board of the Flying Twenty shall elect committee members, who serve at the pleasure of the Board.
 - b. Hull committee members shall serve a two-year term beginning in January. Vacancies shall be filled by election by the Board.
- 3) The hull fund should ideally be kept at an amount sufficient to replace the three most expensive aircraft and shall never be brought below an amount sufficient to replace the two most expensive aircraft.
 - a. The Board shall annually assess the target fund levels and make a plan to replenish the fund if necessary.
- 4) Hull Insurance Funds may be appropriated for club use upon a majority vote of the Hull Fund Committee. The faculty advisor shall only vote in the event of a tie.
- 5) The committee members elected by the Board shall retain control of the accounts jointly and shall provide monthly reports to the Board as to the account balances. They shall also provide, on request, any bank statements pertaining to the Hull accounts.
 - a. The Hull accounts shall have at least \$50,000 that can be available as cash within 30 days. The remainder of the funds should be in low-risk, long-term investments.

Paragraph 14 - SAFETY EVALUATION COMMITTEE (SEC)

- 1) The Safety Evaluation Committee shall consist of the Faculty Advisor, the Club President, Club Treasurer, a Club approved certified flight instructor, and a Member- At-Large who is also at least a private pilot, both to be appointed by the President. In the event that a committee member is involved with the event in question, s/he will be recused from the evaluation committee and an experienced pilot in the membership or club approved flight instructor will then fill his/her vacancy.
- 2) The role of the Committee is to internally review all accidents or damage involving Club property, all incidents involving unsafe conduct or alleged violation of FARs while engaged in Club activities, or breaches of the Club's rules and regulations by a member while using a Club aircraft or on Club property or engaged in Club activities. The findings, conclusions, and investigations, if any, of the SEC shall, if possible, remain confidential and unavailable to third parties, including courts of law, governmental administrative hearings, and the public.
- 3) The VP of Maintenance or the Assistant VP of Maintenance is exempt from any Safety Evaluation Committee review when performing maintenance or maintenance related activities on Club aircraft. This exemption will also extend to officers and CFI's of the club authorized by the VP of Maintenance to perform such maintenance duties for the club. However, such exemption will not include incidents appearing to result from gross negligence or incompetence, careless and reckless conduct, or for non-maintenance related pilot activities. In such cases, the Safety Evaluation Committee may convene to determine responsibility for any loss or damage, and/or penalties to be imposed.
- 4) The Committee has power to impose upon the involved member one or more of the disciplinary actions as listed in the Paragraph 4 "limitations and responsibilities."
- 5) The SEC shall convene for its internal review and hearing at such time, date and place as convenient to the SEC and the involved Member(s). The involved member shall have the right to appear in person, or by written communication addressed to the SEC explaining the facts involved in the event, their involvement, and any mitigating or exculpatory factors.
- 6) As to the Member's responsibility to the Club for such activities, the Findings and Conclusions of the SEC shall be final and conclusive.