



FLYING CLUB BY-LAWS

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PREAMBLE

The By-Laws contained within this document establish the general policies and procedures under which the Discover Aviation Center Flying Club is governed.

Specific parameters for the day-to-day operation of the Flying Club are set forth in a separate document called the “Operations Manual”. All members of the Club will have access to both the By-Laws and the Operations Manual on DACFC.org

The number one priority at the Discover Aviation Center Flying Club is safety. Safety takes priority over any other club policy, procedure or directive. All club members are expected to exercise good judgment and operate safely at all times. Discover Aviation Center Flying Club has a functioning Safety Management System (SMS). While SMS has been an industry standard for professional aviation for many years, it can also be used in the General Aviation flying. Our SMS holds every member to a higher level of safety than the regulations require. By agreeing to become a member of the DACFC, you are also agreeing to share your experiences as Pilot-in-Command, both good and bad, with Club Leadership as a part of our Safety Management System.

The DACFC is also a public outreach organization that promotes aviation to the public including youth and underserved communities. As such, each Flying Club member is expected to periodically volunteer his or her time to help with club activities.

One Mission:

Our members grow the pilot community with public outreach, a shared safety culture, affordable flying in well maintained aircraft and continual aviation education and exploration.

One Vision:

Our members make safety their top priority, share their experiences, both good and bad, and utilize all resources including the FAA Wings Program to remain proficient and confident through continued education.

TERMS and DEFINITIONS

Unless specifically stated otherwise, the following definitions shall be assumed throughout these Bylaws:

- The pronouns “he” and “his” shall be taken to mean “he or she” and “his or her”.
- The terms “DACFC”, “Flying Club” or “the Club” shall be taken to mean Discover Aviation Center Flying Club
- The term “Member” or “Club Member” shall be taken to mean “Active Member of the DACFC”
- The term “By-Laws” shall be taken to mean this document, incorporating its latest revision(s).
- The term “Operations Manual” or (OM) shall be taken to mean the Operations Manual, which incorporates the best practices for managing risk for each member and each specific aircraft, incorporating their most recent revision(s), which form a companion to this document.
- PIC – Pilot in Command
- CFI - Certified Flight Instructor
- SMS - Safety Management System
- SD – Safety Director
- MD – Membership Director
- TD – Training Director
- MXD – Maintenance Director
- FD – Financial Director
- BFR – Biennial Flight Review
- FR – Flight Review

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ARTICLE I – MEMBERSHIP

Discover Aviation Center Flying Club, is chartered by the State of OHIO as a nonprofit 501(c)7 corporation.

The Discover Aviation Center Flying Club is a Non-Equity Flying Club, meaning that members do not have a financial share in the aircraft; rather, one pays to become a member of a club that owns or leases the aircraft. Other than leasing an aircraft, there are many situations where the club owns the aircraft, but members do not have a financial stake in the club; rather, they pay to be a part of the club and have no financial right to the aircraft.

The Flying Club's maximum membership is limited to fifteen (15) members per aircraft or any applicable insurance limitations set forth by the insurance carrier. The Club currently operates three aircraft (PA-28, PA-38 and P172D) limiting total membership to 45 members. The Club Leadership reserves the right to lower the maximum Club Member limitation as required to maintain the integrity of the Flying Club.

The only persons who are allowed to act as Pilot-in-Command of a DACFC airplane are Active Club Members who are current in regards to the Club's safety and training curriculum. An Active Club Member must always be onboard a Flying Club Aircraft at all times while it is in motion.

Members of the public, who are not Active Members of the Flying Club, may not move a Club aircraft or manipulate the controls of a Flying Club aircraft unless under the supervision of an Active Club Member who is also an authorized CFI.

SECTION I – Active Members

To become and remain an Active Member of the Club, an individual must meet the following requirements:

1. Complete a membership application as instructed and submit it to the Membership Director.
2. Be approved by the Club Leadership.
3. Attend a Club Meeting before beginning to fly.
4. Submit a one-time membership deposit of \$500. The membership deposit will be fully refunded after a member leaves the club, as long as the member has remained a member in good standing for at least twelve (12) months. Members who chose to leave the club prior to their 12 months will forfeit their deposit.
5. Pay monthly dues of \$100, non-refundable.
6. Be current in all financial obligations to the Club. (See By-Laws Article II Section III).
7. Update Club forms as required and maintain current copies of pilot and medical certificates on file
8. Complete Basic Indoctrination Training annually.
9. Notify the Club Training Director of new certificates, ratings and completed training.
10. Receive an aircraft 'check out' by a Club Instructor in all aircraft they wish to fly.

SECTION II Family and Student Member

Only one \$500 refundable deposit is required per family if multiple members of the same family would like to join the Flying Club.

Students aged 18 or younger, learning to fly, will pay \$50 for monthly membership dues. This rate is good up until the student obtains his or her Private Pilot's Certificate, and/or reaches his or her 19th birthday.

SECTION III Instructor Membership

1. Complete a membership application as instructed and submit it to the Membership Director.
2. Be approved by the Club Leadership.
3. Attend a Club Meeting before beginning to teach or fly.
4. Submit a one-time membership deposit of \$500. The membership deposit will be fully refunded after a member leaves the club, as long as the member has remained a member in good standing for at least twelve (12) months. Members who chose to leave the club prior to their 12 months will forfeit their deposit.
5. Pay monthly dues of \$50, non-refundable.
6. Be current in all financial obligations to the Club. (See By-Laws Article II Section III).
7. Attend a meeting with Club Leadership before your first flight.
8. Update Club forms and maintain current copies of certificates and medical in their V-file.
9. Complete Basic Indoctrination and CFI Standardization Training annually.
10. Notify the Club Training Director of new certificates, ratings and completed training.
11. Remain current in all club aircraft as applicable.
12. Provide proof of flight instructors insurance annually.
13. Receive an aircraft 'check out' by a Club Instructor in all aircraft they wish to fly.
14. Complete a minimum of 12 training events annually for Club Members.

SECTION IV Inactive Member

A Club Member may voluntarily become “Inactive” for a period of up to 12 months (or longer at the discretion of the Club Leadership). An Inactive Member will be suspended from having to pay monthly dues and will not be permitted to fly club aircraft while inactive. Inactive members are permitted to and encouraged to participate in all club activities while they remain inactive.

In the event of special or extenuating circumstances, an individual may be granted more than one term as an Inactive Member. (An example of such a case might be a college student asking to “go Inactive” for each year away at school or the temporary loss of a medical certificate.) In order to “go inactive”, the Club Member must make a formal request to the Financial Director and then settle any outstanding financial obligations before becoming inactive. The request to become inactive will be approved or denied by the Club Leadership. The Financial Director and Membership Director will maintain a list of “Inactive Club Members” and the date at which they are scheduled to become active members again.

SECTION V Suspended Member

A Club Member may be suspended from Active status at the discretion of the Club Leadership. Under these circumstances, a member of the Club Leadership will notify the member in person or email of the reason for the suspension and what his rights to appeal are.

Suspensions will be automatic in certain cases wherein the financial or training requirements set forth in these By-Laws and best practices are not met. Automatic suspension will be brought to any Club Member’s attention in person or email by a member of Club Leadership.

A Suspended Member, will forfeit voting rights, will have no rights to use any Club equipment, DAC facilities and will not be liable for having to pay monthly dues for the period during which he is suspended.

SECTION VI Termination of Membership

Any Club Member wishing to voluntarily cease membership in the Flying Club must notify the Club Leadership via email or in writing, at least 30 days prior to leaving the club. Upon such notification the Financial Director will review the member’s account and determine if there is any outstanding debit or credit balance. Any outstanding debit balance must be settled before the club membership can be considered terminated. Any outstanding credit balance will be sent to the former member by check within thirty (30) days at a mailing address provided by the departing Club Member.

Any Club Member who fails to comply with or willfully disregards these By-Laws and Operations Manual Policies, or who fails to pay his debt in a timely manner, may be expelled from the Club and have his membership terminated by the Club Leadership. Should this occur, the Financial Director will review the member’s account and determine if there is any outstanding debit or credit balance. The Club Member will be invoiced for any outstanding debit balance, which will be payable upon receipt. Any outstanding credit balance will be electronically deposited or sent to the former member by check within thirty (30) days at a mailing address provided by the departing Club Member.

ARTICLE II - FEES, ASSESSMENTS AND DUES

SECTION I - Initial Fees

The initial financial obligation that must be met to become an active Club Member is \$600.00 or \$550.00.

The initial financial obligation consists of:

1. A one-time membership deposit of \$500.00
2. The first month's club dues of \$100.00 or \$50 as applicable

The one-time membership deposit is fully refundable upon completion of twelve (12) months as an active Club Member in good standing. Upon completion of twelve (12) months as an active member in good standing, a Club Member may resign from the flying club and will be refunded the entire deposit amount of \$500.00. The resigning club member must provide a current mailing address to the Financial Director to receive the deposit in timely manner. The Flying Club will return the member's deposit within thirty (30) days from their last day as a Club Member.

A Club Member that wishes to leave the Flying Club prior to reaching their twelve (12) months of active membership in good standing will forfeit their deposit in its entirety.

The rates listed above will not be prorated by day of the month.

Prior to flying in or acting as Pilot-In-Command of a Flying Club aircraft, a Club Member must have paid all applicable fees listed in this section. In addition, a new or returning Club Member must satisfy the necessary training and experience qualifications of the DACFC's Safety Management System. See the Operations Manual for more information.

SECTION II - Monthly Dues & Flying Fees

Each Member of the Flying Club will pay monthly dues in the amount of \$100.00 or \$50.00 to provide for the day-to-day operating costs of the Club. The monthly dues rate may be subject to change pending The Club Leadership's approval.

Flight time will be charged at the rates set out in the Operations Manual. A statement of dues, flying fees and other financial obligations will be available electronically to each Club Member on a monthly basis or upon request to the Financial Director.

Payment of each monthly statement is due within thirty (30) days of the statement issue date. Any balance outstanding beyond 30 days from the statement date may accrue a late fee.

Any member who maintains an outstanding debit balance and fails to make any payment for a period of 90 days or more is liable to suspension in accordance with the By-Laws Article I Section IV.

Any member notified of suspension in accordance with either of the above paragraphs who fails to settle his balance within 30 days, shall be liable to expulsion from the Flying Club as set out in the By-Laws Article I, Section V.

Any member who cannot meet his financial obligations due to economic hardship or other extenuating circumstances may appeal to the Financial Director for more time to solve temporary problems. The Financial Director may allow the member up to 90 days in which to meet his obligations, during which time the member remains suspended. If the obligations are not met within the allotted time, the membership will be terminated per Flying Club By-Law policy.

ARTICLE III - CLUB LEADERSHIP

SECTION I – Club Leadership Appointments

The governing body of the Club herein known as “Club Leadership”, will be appointed by or voted on by the membership. Club Leadership is a shared responsibility. All Active Members are considered leaders and are responsible for and accountable for the safety and daily operations of the DACFC. All members are welcome to work with any Club Leader and new Club Members are encouraged to share in the daily operations of the Discover Aviation Center Flying Club.

SECTION II - Duties of Club Leaders

It is the duty of the Club Leadership to conduct and govern the affairs of DACFC within the guidelines of the DACFC Safety Management System, the FAA Regulations and within the Club’s By Laws and Operations Manual.

The Club Leadership will establish “best practices” as a part of the Operations Manual with regard to the use and maintenance of aircraft and other equipment, and with regard to any other matters that may be in the best interests of the Flying Club. These Best Practices will be kept in a formal manner by the Club Leadership. A copy of these Best Practices and the Operations Manual will be provided to each Club Member on DACFC.org

Club Leadership will provide each Club Member with an electronic notice of any changes to the By-Laws or Operations Manual.

In the event of a vacancy occurring within the Club Leadership, the remaining Club Leadership will ask an Active Member of the Flying Club to serve as a member of Club Leadership.

Club Leadership positions are performed on a voluntary, time-permitting basis. Active Club Members understand that Club Leadership will perform their duties to the best of their abilities with the best interests of the Discover Aviation Center Flying Club in mind.

Club Leadership reserves the right to meet separately with one another to conduct club business that does not require approval from the general Club Membership.

Any member of Club Leadership may utilize an assistant to help them perform their duties. Assistants to Club Leadership members are not themselves considered Club Leadership.

SECTION III – Composition of Club Leadership

Membership Director (MD): The MD will preside at all Flying Club meetings. The MD is directly responsible to communicate with any members as necessary to maintain Club By-Laws, Best Practices and general order.

The MD will be responsible for monthly Club correspondence and for all non-financial record keeping. The MD will work with the Financial Director to maintain the Club Membership records including inactive members.

He or she will be responsible for the recruitment of new Flying Club Members and to ensure that new members complete all required membership applications, insurance applications and pilot history forms. The MD is responsible for turning over all moneys collected on the behalf of new Club Members to the Financial Director.

The MD will work directly with new Club Members to ensure they are properly qualified to operate Flying Club Aircraft per the Operations Manual policies and club Best Practices including helping student pilot members to obtain flight instruction through a qualified CFI.

Safety Director (SD): The SD will preside at all Flying Club meetings. The SD's primary function is to ensure the safety of the operation and that policies and procedures regarding the club's safety are being implemented and followed within the guidelines of the club's Operations Manual.

The SD tracks operational hazards and makes risk assessments based on information from voluntary and anonymous disclosure of data collected from the Club Member's flying experiences. The SD will communicate with the Membership Director, Training Director, and Maintenance Director to ensure that all Best Practices are working and suggest changes to them if they are not. The SD can also address new Best Practices as they become apparent from the club's data collection system.

The SD may utilize a Club Member as an assistant to performing their duties. An assistant to the SD is not considered Club Leadership.

Training Director (TD) The TD will preside at all Flying Club Meetings and is also responsible to keep track of annual required and voluntary training for club members to ensure that each member is receiving the training outlined in the club's Safety Management System. The TD will become familiar with the FAA Wings Program and ensure all club members not receiving professional pilot training follow the FAA Wings curriculum of annual knowledge and flight training with an approved DACFC CFI.

The TD may utilize a Club Member as an assistant to performing their duties. An assistant to the TD is not considered Club Leadership.

In addition, the TD will share responsibility with the Membership Director and the Maintenance Director for the indoctrination of all new Club Members into the DACFC's day-to-day SMS practices, Basic Indoctrination Training and safety culture.

Maintenance Director (MXD): The MXD will be responsible to the Flying Club for the maintenance and upkeep of all Club aircraft and other equipment as detailed in the club's Operations Manual. The MXD is not required to hold an FAA Airframe and Powerplant Certificate to perform his or her Club duties. In the case that the MXD does not hold an A&P certificate, he or she will limit their maintenance activities to those items listed as "Preventative Maintenance" under FAR Part 43.

The MXD will be credited with up to one hour of flight time per club aircraft, each month, to ensure that each aircraft is in good working condition. This credit may be adjusted at the discretion of the Club Leadership.

Flight time or engine run time required as a result of maintenance procedures or repairs, including aircraft ferry time, will be the responsibility of the Aircraft Lessor and not charged to Club Members including the Maintenance Director. The MXD will make note of all aircraft time that has occurred because of maintenance activities.

The MXD will ensure that all club aircraft are inspected in accordance with FARs Part 91 and 43 and that they comply with all annual, 100 hour (if required), manufacturer ICA's and Airworthiness Directive inspection programs.

The MXD may utilize any maintenance provider that he feels necessary to complete required maintenance and repair work. However, the MXD will give preference, when able, to on the field maintenance providers to minimize down time on the aircraft. The Aircraft Lessor reserves the right to select the maintenance provider with the consent of the MXD.

The MXD will coordinate each aircraft's annual inspection and other large and lengthy planned maintenance procedures with the Membership Director, Training and Safety Director and Financial Director to minimize the impact that these procedures may have on the Flying Club.

The MXD will have a limit to the amount of money he can spend on any one repair without getting approval from the Aircraft Lessor.

The MXD may utilize an assistant to perform his or her duties. The MXD assistant is not considered Club Leadership.

Financial Director (FD): The Financial Director's primary responsibility is to maintain the day-to-day operating budget and expenses for the Flying Club as well as to collect monthly dues, flying fees and initiation fees from Club Members. At the present time the FD is not required to be a Club Member. The FD will make available to the membership a written quarterly report that states at least the following items:

1. The current balance in all Club bank accounts.
2. The current accounts receivable and accounts payable, with detail.
3. An itemized account of all moneys paid out and received since the last report.
4. The FD will be responsible to see that each Club Member receives a monthly statement of his account with the Flying Club.

The FD will notify the remaining Club Leadership any time a Club Member becomes delinquent in their monthly dues or flying time charges.

The FD will provide upon request of any active Club Member, a current financial report detailing current Club finances and account balances.

ARTICLE IV – FINANCES

SECTION I - Ownership of Property

All property purchased by or donated to the Flying Club will be considered owned by the Flying Club.

SECTION II - Damage to Equipment

Each Club Member is responsible for damage caused to any Flying Club aircraft or other property being used by him or in his care, or for damage caused by his guest(s). Any such damage caused must be reported immediately to a member of Club Leadership. If the Club Member feels that the damage caused will render the aircraft unsafe to fly, he will ground the aircraft in-place by placarding the flight controls with a "DO NOT FLY" sign. If a Club Member has any doubts as to the airworthiness of a Club Aircraft, he will immediately ground the aircraft and notify Club Leadership, preferably the Maintenance Director.

In the case of such damage, the member will automatically be assessed the cost of repair or replacement of the damaged property, up to \$1,000.00 or if commercially insured, the total value of the insurance deductible. Any member wishing to dispute such assessment may appeal to the Club Leadership, any such assessment will be added to a member's account balance. The rules for timely payment will apply.

A copy of the most current Flying Club insurance policy is available for download on the DACFC.org website. DACFC minimum coverage is as follows:

- Bodily Injury and Property Damage Liability Limits
 - Property Damage - \$250,000
 - Each person - \$25,000
 - Each Accident - \$250,000
- Aircraft Damage Liability Limits - \$25,000

SECTION III - Reimbursement for Fuel and Oil

All Club aircraft rental rates are “wet”. Rental charges include fuel and oil. This means the Flying Club will reimburse the Club Member for fuel and oil purchased to fly and maintain the aircraft when away from KLPR as well. Landing fees, fees for tie-downs, hangar or overnight stays, Customs fees and the like are not reimbursable. All fuel, oil, etc. purchases made away from KLPR must be initially paid for by the Club Member.

A Club Member will provide any receipts for any such fuel or oil purchases to the Financial Director. The Club Member must also provide all flight record information for the flight during which the expense was incurred so that the Financial Director may properly credit the account. Reimbursement for such purchases will be credited towards the Club Member’s outstanding balance, subject to audit by the Financial Director. Charging of expenses to the Club by Club Members is not permitted unless you are at KLPR or if previously approved by Club Leadership.

As a 501(c)7 organization, most Flying Club purchases are tax exempt. There is a tax-exempt form in each aircraft. Please provide it when making purchases so that you do not pay taxes.

SECTION IV - Reimbursement for Aircraft Repair Expenses

When renting a Club aircraft, the Club Member understands that in the eventuality of mechanical problem(s), he may have to change his plans or cancel his trip. Since the Flying Club is a non-profit organization run by volunteers, it can accept no responsibility for any costs incurred or inconvenience caused by such mechanical problems.

In the case of “off-airport” mechanical problems, a Club Member **MUST** contact one of the following (in the order given) for authorization before having any repairs done:

1. The Maintenance Director – MXD
2. The Safety Director - SD
3. The Membership Director - MD
4. The Training Director - TD
5. Financial Director - FD

A list of Phone numbers for the above directors will be kept current on DACFC.org webpage.

The Maintenance Director, after consultation with others as needed, will advise what action to take and/or what repairs will be authorized by the Club.

Any repairs requested by a Club Member may have to be initially paid for by that member. The Flying Club will make every effort to make payment arrangements with the repair facility. Reimbursement of expenses for which original receipts are turned in, will be provided by the Club subject to compliance with the above conditions and satisfactory review by the Club Leadership.

SECTION V - Reimbursement for Other Expense

Any Club Member who purchases small sundry items for the Flying Club (cleaning supplies, coffee etc.) may be reimbursed for the cost of those items provided an original receipt is turned in to the FD. Club Leaders who incur expenses during Club business will be reimbursed in the same way. As a non-profit, volunteer organization, Club Members are encouraged to donate items to the Flying Club as they see fit.

SECTION VI - Purchase and Sale of Aircraft

A special membership meeting may be called to discuss the purchase and sale of Club Aircraft.

ARTICLE V - MEETINGS

SECTION I – Club Leadership Meetings

Club Leadership will meet in person or electronically as needed to administer club business. The Flying Club recognizes that Club Leadership are volunteering their time and cannot always meet ahead of regular club meetings.

SECTION II - Membership Meetings

The Club Membership will meet in regular session once each month or as otherwise decided by Club Leadership. The date and time of regular meetings are to be the second Saturday of each month at 1100. This date is amendable by agreement of Club Leadership and may be moved for personnel conflicts, scheduling conflicts, etc. Club Leadership will provide as much advanced notice to Club Membership when the date of the regular monthly meeting changes.

Special Meetings of the Membership may be called by the Training Director, Safety Director, Membership Director or Maintenance Director by sending out a notice by email no later than five days before the meeting date. Any such notice of a Special Meeting will include a detailed explanation of the issue that is to be discussed, as well as the date, time and venue of the meeting.

ARTICLE VI - INSURANCE

The Service Provider is responsible to maintain suitable liability insurance to protect the Flying Club and its Members from potential financial hardships. Any major changes in insurance coverage, rates or carrier must be approved by the Service Provider and the Financial Director. A copy of the current insurance policy will be kept on line at DACFC.org for all members to review.

Flying Club Members are HIGHLY RECCOMENDED to purchase their own additional RENTERS INSURANCE to protect themselves against financial liability, Proof of renters insurance will be provided by email or hard copy to the Membership Director.

Flying Club Members giving flight instruction in Club Aircraft are REQUIRED to carry CFI insurance to act as a Flight Instructor. CFI insurance should also cover rental of aircraft. Proof of insurance will be provided to the membership director by email or hard copy.

ARTICLE VII - DISSOLUTION

The Flying Club may be dissolved at any time as long as a 30-day notice has been provided to the Club Membership. Upon dissolution of the Flying Club, it will liquidate the assets of the Corporation and pay all existing debts and liabilities. If there is still a deficit, the Flying Club Members will be assessed the amount necessary to meet the debts. Any surplus will be distributed to another organization at the Flying Club's discretion.

Upon dissolution of the Flying Club, all Club Members in good standing will be entitled to a refund of their \$500.00 deposit. This refund will occur within thirty (30) days upon the legal dissolution of the Flying Club.

ARTICLE VIII- AMENDMENTS

Any changes in the Flying Club By-Laws must be approved by the Club Leadership. Club Membership will be presented with the changes prior to those changes being accepted for a period of fourteen (14) days for comment. Upon the completion of the comment period, the changes will take effect and all Club Members will be provided with a copy of the By-Laws electronically.