

**DESIGNEE REVIEW AND APPEALS BOARD
BYLAWS AND RULES OF PROCEDURE**

SECTION 1. PURPOSE

The purpose of this Designee Review and Appeals Board (DRAB) is to provide the FAA Regulator Support Division (AFS-600) Manager with an objective, un-biased, and deliberate process for the Review of actions against a Designed Pilot Examiner by the FAA. The FAA may initiate a Review by this Board concerning a Complaint if it so desires. This Board may also Review complaints made against a Designed Pilot Examiner (DPE) by a pilot candidate, flight school or instructor. This Designee Review and Appeals Board (DRAB), through its actions, will help build confidence and trust in Designed Pilot Examiners and the FAA resulting in a safer aviation community with enhanced communication. This Designee Review and Appeals Board (DRAB) will advocate fairness and respect for all individuals seeking access, accountability of all public employees and DPEs, open communication with the aviation community, and equal access for all who seek action by this Board.

SECTION 2. DEFINITIONS

- 2.1 “Alternate Member” means a Board Member who serves as a Regular Member in the absence of a Regular Member. Voting privileges are granted only in the absence of a Regular Member.
- 2.2 “Board” means the Designee Review and Appeals Board (DRAB) owned by the Flight School Association of North America (FSANA).
- 2.3 “Board Member” means any person appointed to serve on the Board, including Alternate Members.
- 2.4 “Board Membership” means membership on the Board.
- 2.5 “Chair” means the Presiding Officer of the Designee Review and Appeals Board (DRAB) that shall provide executive leadership to the Board. No voting privileges are granted unless a tie vote exist.
- 2.6 “Co-Chair” means an executive officer working jointly with the Chair to provide executive leadership to the Board. No voting privileges are granted unless a tie vote exist and only in the absence of the Chair.
- 2.7 “Complaint” means action taken by the FAA against a DPE or the filing of a complaint against a DPE by a pilot candidate, flight school, or flight instructor.

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- 2.8 “Complainant” means the person filing the Complaint or Requests for Review to be heard by this Board.
- 2.9 “Confidential Information” means any information that is privileged or otherwise exempt from disclosure under applicable law.
- 2.10 “Confidentially Non-Disclosure Agreement” means an official NDA signed by Board Members prior to service on the Board.
- 2.11 “Conflict of Interest” means an actual conflict or potential Conflict of Interest regarding applications submitted for Review by this Board.
- 2.12 “DPE” means a FAA appointed Designated Pilot Examiner.
- 2.13 “DARB” means the Designee Review and Appeals Board.
- 2.14 “Executive Session” means a Board meeting with only Board Members and Officers.
- 2.15 “FAA” means the Federal Aviation Administration.
- 2.16 “Flight Instructor” means a FAA certified flight or ground instructor. IE: CFI, CFII, MEI, BGI, AGI, or IGI.
- 2.17 “Flight School” means a part 61 or part 141 flight school for training pilots.
- 2.18 “FSANA” means the Flight School Association of North America.
- 2.19 “FSANA Board of Directors” means a duly elected member of FSANA’s Board of Directors.
- 2.20 “FSANA MEMBERS” means a member of FSANA.
- 2.21 “FSANA President and CEO” means the duly elected President and CEO of FSANA.
- 2.22 “Improper Conduct” means a violation of confidentiality, illegal actions, criminal arrest or convictions, witness tampering, evidence tampering, discriminatory or retaliatory actions, disrespect to fellow Board Members, irregular or abnormal behavior, dishonesty, failure to disclose a Conflict of Interest, and improper influence of your vote.
- 2.23 “Industry Leaders” mean representatives, direct or indirect, of industry and flight training groups. Such groups may include, but are not limited to, the following: FSANA, AOPA, NAFI, SAFE, EAA, HAI, NBAA, GAMA, and NATA.
- 2.24 “Pilot Candidate” means an applicant for a FAA pilot practical test.
- 2.25 “Presiding Officer” mean the Chair, Co-Chair, or Temporary Presiding Officer of the Board.

- 2.26 “Regular Member” means a Board Member who has full participatory and voting privileges regarding business that comes before this Board.
- 2.27 “Request for Review” means a request in writing to have their cause reviewed by this Board.
- 2.28 “Repository of Record” means a copy of all records, including confidential records, obtained in a Request for Review that are stored securely at the FSANA headquarters. Such records will not be released unless so ordered by a United States Court of Law.
- 2.29 “Review” means the process of reviewing a Complaint or action taken submitted to this Board filed by a Complainant.
- 2.30 “Sealed Report” means a confidential report not for public release or reproduction in any form except under an order from a United States Court of Law.
- 2.31 “Temporary Member” means any Board Member selected due to a Conflict of Interest of a Board Member or Alternate Member that will serve for a specific Request for Review.
- 2.32 “Temporary Presiding Officer” means a Board Member selected by majority vote of the Board present in the absence of the Chair and Co-Chair to preside over the meeting till the arrival of the duly elected Chair or Co-Chair. Their duties will expire at the end of the current meeting in which the Temporary Presiding Officer was elected, unless stated otherwise elsewhere in these bylaws.
- 2.33 “Timely Manner” means within a time period of no more than 180 days.
- 2.34 “Unresolved Complaint” means any action or Complaint against a DPE that has not been resolved or closed actions in the previous seven (7) years from the Boards initial formation that wasn’t or possibly not handled in an unbiased or fair manner or believed to be incorrect by the Complainant or FAA. Further, any “Unresolved Complaint” means any actions or Complaint against a DPE by a Pilot Candidate, Flight Instructor, or Flight School that has not been resolved or closed actions in the previous two (2) years from the Boards initial formation that wasn’t or possibly not handled in an unbiased or fair manner or believed to be incorrect by the Complainant or FAA.

SECTION 3. FSANA DESIGNEE SUPPORT STATEMENTS

- 3.1 All DPEs serve at the pleasure of the FAA. FSANA supports that the FAA should provide timely, written notification to the DPE who is the subject of an investigation relating to the approval, denial, suspension, modification, or revocation of their appointment as a DPE. This notification should include the nature of the investigation and given to the DPE in a Letter of Investigation.

- 3.2 A DPE may have their Review heard by the Designee Review and Appeals Board (DRAB).
- 3.3 FSANA supports that an oral or written response to a Letter of Investigation is not required by a DPE.
- 3.4 FSANA supports that no action or adverse inference should be taken against an individual for declining to respond to a Letter of Investigation.
- 3.5 Any response given may be considered as evidence by the Designee Review and Appeals Board (DRAB) and will be held in confidence by the Board unless so ordered by a United States Court of Law.
- 3.6 The releasable portions of the investigative report will be available to the individual DPE, the public, and shared with the FAA as necessary to defend your position by the Designee Review and Appeals Board (DRAB).
- 3.7 FSANA supports that the DPE can access and obtain complete air traffic control data to support their Review and that this data should be given to the DPE in a timely manner.
- 3.8 FSANA encourages that any actions taken against a DPE should require the Pilot Bill of Rights being given to the DPE immediately in the event the investigation leads to the suspension or revocation of their pilot certificates.

SECTION 4. MEMBERSHIP

- 4.1 Although FSANA owns and controls this board, it recognizes the need for diversity from various parts of the aviation industry. Therefore, it desires individuals from different aviation groups to apply for Regular Membership.
- 4.2 The Board will be comprised of a minimum of nine (9) Regular Members and may be increased to a maximum of fifteen (15) members. Two (2) Alternate Members will be appointed and that number can reach a maximum of four (4).
- 4.3 Board Members will be made up of individuals from within the aviation community. Such members may include, but are not limited to, the following: retired FAA ASI Officials, DPEs, NTSB, flight instructors, pilots, representatives or chairmen of the flight training industry, trade group members or leaders, chief or assistant chief pilots of 61 and 141 schools, or school administrators.
- 4.4 The Alternate Members shall be selected from the same type of individuals or groups listed in 4.3 of this section.

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- 4.5 Alternate Members may fully participate in any meeting of the Board. Alternate Members shall not be permitted to vote on actions taken by the Board except in the absence of a Board Member or Members.
- 4.6 The Alternate Member with the most seniority will serve first followed by the other Alternate Members(s) in order of seniority. If the Alternate Member(s) were selected at the same time, the Alternate Member with the most time in the aviation industry will be selected. If no clear choice is available, the selection will be made by a majority vote of the Board Members.
- 4.7 Board Members will be appointed to a three (3) year term selected by FSANA. Board Members may be reappointed to an additional three (3) year term. After remaining off the Board for one (1) year, a Board Member may be reappointed for an additional term (s).
- 4.8 Board Members will rotate off as follows: three (3) after year one, three (3) after year two, and three (3) after year three. The initial Board Members serving in year one and two may be reappointed to two additional three (3) year terms.
- 4.9 If the Board increases in size, please refer to the chart attached hereto. Should the size of the Board need to be increased, every effort should be made to increase the Board size by two (2) Board Members at each expansion.
- 4.10 The Alternate Members rotate off on year three and may be reappointed. Alternate Members appointed to become a Regular Members will serve the remainder of the immediate predecessor's term. If they have served as a Regular Member for less than 18 months, they may be reappointed to two full terms.
- 4.11 Board Members will receive no compensation for their services.
- 4.12 The FSANA President and CEO, former Chair, and Co-Chair who have served during the past ten (10) years may serve as an ex-officio non-voting member of the Board at the pleasure of FSANA.
- 4.13 Qualified individuals desiring to serve on the Board must submit an application and resume to the Board Chair or Co-Chair. Industry Leaders and other individuals, within the aviation industry, may be considered for Board Membership at the discretion of FSANA.
- 4.14 A Board Member wishing to resign should notify the Chair in writing and give as much notice as possible so a replacement can be selected.
- 4.15 Should the death of a Board Member cause a vacancy, article 4.16 of this section will be used as a remedy.

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- 4.16 Vacancies on the Board will be filled at the discretion of FSANA. A person appointed to fill a vacancy will end their services at the expiration of their immediate predecessor's term. They may be reappointed for two (2) additional three (3) year terms if they have served less than 18 months on the Board. If they have served more than 18 months, they may be reappointed to one additional three (3) year term.
- 4.17 All Board Members will agree to keep their work confidential and any breach will result in immediate removal from the Board.
- 4.18 No Board Member may serve if a Conflict of Interest exists in a Request for Review. Board Members should avoid any appearance of impropriety. Full disclosure of any contact, business, personal, or family relationship, or communications of any kind with a Complaint concerning any Request for Review being investigated by the Board should be disclosed.
- 4.19 In the event of a Conflict of Interest that affects Board Members or Alternate Members, it may be necessary to select Temporary Members to hear a Request for Review. Temporary Members will be selected at the discretion of FSANA from individuals within the aviation industry listed in 4.3 of this section.
- 4.20 All decisions made by the Board shall be based upon evidence submitted in an unbiased manner. A Board Member should withdraw themselves if they cannot be impartial or prejudge a Request for Review.
- 4.21 A Board Member may be removed by three-fourths votes of the Board for violations of confidentiality, lack of attendance, improper conduct or at the discretion of FSANA or the FSANA Board of Directors. If the Board increases in size, please refer to the attached chart to determine the number for three fourths of the vote.
- 4.22 Members are required to attend 75% of Board meetings.

SECTION 5. OFFICERS

- 5.1 A Chair person, a FSANA Member, will be selected by FSANA to serve a five year (5) term and may be appointed to a second term.
- 5.2 After a one year absence from the Chair, at the end of two consecutive terms, the Chair person may be reelected as Chair or Co-Chair.
- 5.3 After the expiration of the Chair person's term(s), they may be immediately elected as a Board Member.
- 5.4 The Chair person will be the Presiding Officer at all meetings of the Board. They shall keep decorum and lead the meetings. The Chair shall provide leadership and direction to the Board. The Chair shall work as a liaison between FSANA, industry, and the FAA.

- 5.5 The Co-Chair person, a FSANA Member, shall be appointed by FSANA to serve a five year (5) term and may be appointed to a second term.
- 5.6 After a one year absence from the Co-Chair, at the end of two consecutive terms, the Co-Chair person may be reelected as Co-Chair and may be immediately elected as Chair or a Board Member.
- 5.7 They shall share in all responsibilities of the Chair. In the event the Chair is not present, the Co-Chair shall preside over the meetings, shall keep decorum and lead the meetings, and shall provide leadership and direction to the Board. The Co-Chair shall work as a liaison between FSANA, industry, and the FAA in cooperation with the Chair.
- 5.8 In the absence of the Chair and Co-Chair a Temporary Presiding Officer may be selected by majority vote of the Board.
- 5.9 The Board Chair and Co-Chair positions are not in the three (3) year rotations of other Board Members.
- 5.10 The Chair or Co-Chair may call a meeting of the Board. Neither the Chair nor the Co-Chair shall have voting powers on the Board except in the event of a tie vote. The Chair will have first opportunity to vote followed by Co-Chair. They will be allowed to lead and participate in all discussions and investigations by the Board.
- 5.11 During the first meeting of a new calendar year, the Board shall select a Secretary and Assistant Secretary who shall be elected by majority vote of the Board to serve a one year (1) term for the purpose of recording minutes of each Board meeting. They may be reelected at the discretion of the Board.

SECTION 6. BOARD DUTIES.

- 6.1 Review actions taken against a DPE by the FAA.
- 6.2 Review Complaints against a DPE.
- 6.3 Take testimony and Review information regarding a Request for Review.
- 6.4 Take minutes of each meeting.
- 6.5 Make a written report to be submitted to the AFS-600 Manager and/or other FAA offices or divisions as necessary.
- 6.6 Make non-binding recommendations to the AFS-600 Manager and/or other FAA offices or divisions as necessary.
- 6.7 Will concur or not concur with FAA or DPE actions.

6.8 Promote the Board to the aviation industry and community.

6.9 Release a redacted report to the general public.

SECTION 7. MEETINGS

7.1 Meetings may be called by the Chair or Co-Chair when a Request for Review has been made to the Board or the FSANA President and CEO.

7.2 Meetings will be held at a place and time given at least 14 days in advance.

7.3 Meetings may be held electronically, via teleconference, or in person when necessary.

7.4 A quorum of Members or Alternate Members must be present to conduct business. Refer to the attached chart for totals needed for a quorum.

7.5 Minutes shall be taken of the proceedings and actions the Board may take each meeting, including the names of those in attendance.

7.6 The Presiding Officer shall preserve decorum and decide all points of order subject to appeal to the entire Board.

7.7 Board Members will show courtesy and respect to fellow Members and will not engage in argumentative and insulting remarks towards each other.

7.8 Board Members shall observe proper order and decorum during Board meetings, and shall not, by conversation or other action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer.

7.9 Board Members shall, when addressing staff or members of the public, confine themselves to questions or issues currently under discussion, shall not engage in personal attacks, shall not impugn the motives of any speaker, and shall at all times, when in session or otherwise, conduct themselves in an appropriate and dignified manner.

7.10 Any person who makes insulting, impertinent, slanderous or unauthorized remarks, or who becomes boisterous while addressing the Board or attending a Board meeting or hearing shall be removed from the room if the Presiding Officer so declares.

7.11 In case the Presiding Officer should fail to act, any Board Member may obtain the floor and move to require enforcement of this rule contained in 7.10 of this section; upon affirmative vote of the majority of the Board present, the person shall be removed as if the Presiding Officer so directed.

- 7.12 In the absence of the Chair or Co-Chair and a Temporary Presiding Officer has been selected, the temporary officer shall relinquish all duties immediately at the conclusion of the item of business under consideration should the Chair or Co-Chair arrive at the meeting.
- 7.13 The Board shall follow generally accepted rules of parliamentary procedure when conducting business. All decisions will be determined by majority vote of the Board unless otherwise noted.
- 7.14 Only one witness shall be present before the Board and heard at a given time. Additional witnesses desiring to be heard in the same session shall be held in a holding or waiting area not in the Board's presence.

SECTION 8. REQUEST FOR REVIEW AND HEARINGS

- 8.1 A Request for Review shall be submitted to the Board with details and evidence of the matter being presented to the Board for Review within 60 days of actions. The Board, within 60 days of an application being submitted, shall schedule a meeting to consider the Request for Review. The Board, by a majority vote, may extend this time period.
- 8.2 The initial Board may give former DPEs who have served in the previous seven (7) years a right to have their Review heard if submitted within 180 days of this Board's official formation.
- 8.3 The FAA shall be encouraged to provide documentation concerning its actions to the Board upon a signed and notarized release of information being received by the Complainant and submitted to the FAA.
- 8.4 All investigations shall commence as soon as possible and every effort will be made to conclude the Review within one (1) year. The Board may conduct interviews with the parties involved. Written and oral witness testimony may be considered by the Board. The Board may interview other individuals that have had interaction with the DPE or FAA.
- 8.5 The Board can refuse to hear any Request for Review. Reasons for such refusal may be the Request for Review has not been submitted within the proper time frame, the Board has no jurisdiction over the Request for Review, the Complaint is deemed without merit, the Request for Review is outside the scope of the Board's purpose, or the Request of Review is a duplicate Review previously submitted.
- 8.6 This process is not intended to be used for litigation of Federal or State employment or discrimination law. It is not intended to act as legal counsel for a Complainant. This Board is NOT a process for a Complainant to argue with the FAA in a combative or rude manner.

- 8.7 The Board shall only accept Requests for Review regarding Unresolved Complaints with the exception that the FAA Requests a Review by this Board regarding a matter under consideration by the agency.
- 8.8 Hearings shall be conducted in a formal, non-confrontational manner, free of harassment, coercion, intimidation or interruption.
- 8.9 All Board Members will be given adequate time for questioning of those coming before the Board. The time limit will be set by the Chair or Co-Chair prior to the hearing. Each Board Member will be allowed a short period of time established by the Chair or Co-Chair after the first round of questions to readdress anything that may have arose from such questioning.
- 8.10 The technical rules of evidence applicable to judicial proceedings do not apply to hearings before this Board. The Board may receive any evidence or hear any testimony which the Board considers relevant to the Request for Review. The Board may exclude any testimony or evidence that is cumulative, repetitive, or not relevant to the Request for Review.
- 8.11 It should be understood by the person making a Request for Review that the conclusions reached by this Board are not binding upon the FAA. They are given in an advisory capacity and may not change the outcome of the Complainant.

SECTION 9. FINDINGS AND REPORTS

- 9.1 All evidence, statements, and testimony accepted will be considered.
- 9.2 The Board will either concur or not concur with the initial findings of the DPE or FAA.
- 9.3 The Board will submit a detailed written report to the AFS-600 Manager and/or other FAA offices or divisions as necessary.
- 9.4 The report shall be completed and submitted within 30 days of the final hearing by the Board concerning a Request for Review under consideration.
- 9.5 The report will be personally or digitally signed by all Board Members.
- 9.6 No Confidential information will be in the report.
- 9.7 Dissenting opinions may be included in the report.
- 9.8 The report may contain non-binding recommendations to the AFS-600 Manager and/or other FAA offices or divisions as necessary.
- 9.9 The AFS-600 Manager will be encouraged to provide the Board a written response to the report within 30 days.

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- 9.10 The Board may consider such response and amend the report if it so desires. The initial or amended report will become the final report after 30 days of being resubmitted to the AFS-600 Manager and/or other FAA offices or divisions as necessary.
- 9.11 No appeal of the final report is allowed.
- 9.12 Any DPE or Complainant who has made a Request for Review to this board may be given a copy of the final report which may include redactions for reasons concerning confidentiality.
- 9.13 A report may be released to the public for publication which may include redactions of confidential information. An entire report may be deemed as Confidential and ordered to remain sealed. A Sealed Report may not be reproduced in any form.

SECTION 10. CONFIDENTIALLY

- 10.1 All Board Members shall take an oath of confidentiality and shall sign a Confidentially Non-Disclosure Agreement (NDA) with the Board prior to service.
- 10.2 A breach of the Confidentiality Non-Disclosure Agreement is outside the scope of a Board Member's authority and will result in immediate removal from the Board.
- 10.3 The very nature of this Board will require Confidential Information being shared with Board Members. Such information may come from the individual making the Request for Review, informants, witnesses, FAA, FBI, secret service, state, federal or local law enforcement, or other government entities. It is paramount that this information be protected.
- 10.4 Any Confidential Information which was provided to the Board for deliberations shall not be disclosed in any form or means by any Board Member to the public or Complainant. Disclosure of Confidential Information by a Board Member is a violation of the Confidentiality Non-Disclosure Agreement.
- 10.5 Confidential Information held by this board shall only be released with a court order.
- 10.6 Confidential Information is shared on a need to know basis with the Board to assist in its Request for Review. This information is not to be discussed, shared, posted, copied, photographed, saved, or transmitted via electronic or any other means outside of the Board.
- 10.7 Confidential Information will not be removed from the Board by any member. Confidential Information will be held in the strictest confidence.
- 10.8 Upon completion of the Review by the Board, all Confidential Information will be returned to the appropriate owner or agency and a copy will be securely stored in the Repository of Records.

10.9 The Board may schedule Executive Sessions, among other reasons, for the purpose of considering a Requests for Review, making related findings, and reviewing or discussing confidential records or information. Executive Sessions will not be open to anyone other than Board Members and Officers.

SECTION 11. REPOSITORY OF RECORD

11.1 A copy of all records obtained in a Request for Review will be stored securely at the FSANA headquarters.

11.2 All applications and business of the Board will also be stored securely at the FSANA headquarters.

11.3 No records will not be released, unless so ordered by a United States Court of Law.

SECTION 12. AMENDMENT OF THE BYLAWS

12.1 FSANA is expressly authorized to amend, alter, repeal or replace these Bylaws at its discretion.

SECTION 13. INDEMNIFICATION AND HOLD HARMLESS

13.1 FSANA will give indemnification to each Board Member that serves on the Board and hold harmless any Board Member except in cases or criminal wrongdoing, negligence, or intentional acts of omission in regards to their service on this Board.

13.2 FSANA will receive indemnification from Board Members that serve on the Board and they will hold FSANA harmless except in cases of criminal wrongdoing, negligence, or intentional acts of omission in regards to actions pertaining to this Board.

13.3 Any Complainant making a Request for Review shall give indemnification and hold harmless FSANA, its officers, employees, Board of Directors, Members of the DARB, and Officers of the DARB, except in cases or criminal wrongdoing, negligence, or intentional acts of omission in regards to their Request for Review by this Board.

SECTION 14. COST OF BOARD SERVICES

14.1 It should be understood by those seeking A Request for Review by this Board that expenses to conduct such investigations are involved. The Complainant making a Request for Review shall pay for any cost incurred by this Board for services requested thereof.

- 14.2 Such expenses may include phone calls, technology services, copying services, and postage. Please refer to the attached fee schedule. Should a Request for Review require additional services by the Board, we will discuss with the Complainant the depth of such expenses and request payment prior to services being offered or continued.
- 14.3 Such additional services may include, but are not limited to, travel and legal expenses. An itemized statement will be given to the Complainant detailing these expenses.
- 14.4 Discounts may be offered to FSANA Members.
- 14.5 No charges will be incurred for a Board Member's time for serving on this Board and completing a Request for Review for the Complainant.

ADOPTED by the FSANA on this _____ day of _____, 20____

FSANA President and CEO

Terms of Additional Board Members

Board Member terms expire three years from the date of appointment. Initial Board Members are in the following groups:

Group 1 – Year 1- (Initial Members may be reelected.) 3 member terms expire

Group 2 – Year 2 - (Initial Members may be reelected.) 3 member terms expire

Group 3 – Year 3- 3 member terms expire

10 Member Board

Group 1 – 3 member term expire

Group 2 - 3 member terms expire

Group 3 - 4 member terms expire

11 Member Board

Group 1 – 3 member term expire

Group 2 - 4 member terms expire

Group 3 - 4 member terms expire

12 Member Board

Group 1 – 4 member term expire

Group 2 - 4 member terms expire

Group 3 - 4 member terms expire

13 Member Board

Group 1 – 4 member term expire

Group 2 - 4 member terms expire

Group 3 -5 member terms expire

14 Member Board

Group 1 –4 member term expire

Group 2 - 5 member terms expire

Group 3 - 5 member terms expire

15 Member Board

Group 1 – 5 member term expire

Group 2 - 5 member terms expire

Group 3 - 5 member terms expire

Three Quarts of the votes based on Board size will be considered as follows:

Board Size	Three Quarters
9	7
10	8
12	9

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13	10
14	11
15	12

A quorum will be considered present based on the following chart:

Board Size	Three Quarters
9	5
10	6
12	7
13	7
14	8
15	8

Initial Fee Schedule

	<u>FSANA Member</u>	<u>FSANA Non-Member</u>
Pilot	\$250	\$500
DPE	\$1000	\$2000
Flight School	\$500	\$1000