

## BOARD OF DIRECTORS ANNUAL MEETING AGENDA

September 22, 2023

- |  |                        |
|--|------------------------|
| <b>Call to Order</b>                                   | <b>Jim Hall</b>        |
| <b>1. Approval of June 22 Meeting Minutes (page 3)</b> | <b>Jim Hall</b>        |
| <b>2. Operations</b>                                   | <b>Crystal Maguire</b> |
| 2.1. Board directory (page 8)                          |                        |
| 2.2. Pipeline Report                                   |                        |
| 2.3. Association Management System (page 9)            |                        |
| 2.4. ATEC Academy                                      |                        |
| 2.4.1. Proposed agenda (page 17)                       |                        |
| 2.4.2. Glassberg draft contract (page 20)              |                        |
| 2.4.3. Incorporation of AVOTEK instructor handbook?    |                        |
| 2.4.4. ATEC-blessed facilitators                       |                        |
| 2.4.5. Pricing (member and non-member)                 |                        |
| <b>3. Finance</b>                                      | <b>Jared Britt</b>     |
| 3.1. Balance Sheet (page 22)                           |                        |
| 3.2. Budget vs. Actual (page 23)                       |                        |
| 3.3. 2024 Budget Approval (page 25)                    |                        |
| <b>4. Legislative</b>                                  | <b>Jared Britt</b>     |
| 4.1. Fly-in Debrief                                    |                        |
| 4.2. Action Items                                      |                        |
| <b>5. Regulatory</b>                                   | <b>Sean Gallagan</b>   |
| 5.1. ACS revision and handbook feedback                |                        |
| 5.2. ODA push  |                        |
| 5.3. MTG recommendations and meeting request           |                        |
| 5.4. Petition for rulemaking                           |                        |
| 5.5. STEM classification for aviation CIP codes        |                        |

**6. Choose Aerospace**

**Crystal Maguire**

- 6.1. Academic year 23-34 applicants: 27 schools; 834 students
- 6.2. Exchange Agreement (page 27)
  - 6.2.1. Marketing (curriculum, training, membership)
  - 6.2.2. Discounted conference rates for CA schools
  - 6.2.3. CA-provided conference content for high schools
  - 6.2.4. ATEC credential for CA students
  - 6.2.5. Scholarship
  - 6.2.6. ATEC Academy
  - 6.2.7. Student database
  - 6.2.8. Parts and equipment clearing house

**7. Membership**

**James Smith**

- 7.1. AMTS: 153 [history: 154 ('22) 130 ('19) 111 ('16)]
- 7.2. Market share 78% [last year high: 81%]
- 7.3. Industry & Academic: 88 [history: 84 ('22) 63 ('19)]
- 7.4. 2023 renewal rate: 91% (22 non-renewals, 9 of those AMTS)
- 7.5. 2023 new and returning members: 25 (6 of those AMTS)
- 7.6. 2025 dues increase potential
  - 7.6.1. Association management system
  - 7.6.2. CA student data (?)

**8. Annual Conference**

**Crystal Maguire**

- 8.1. Tucson March 17-20, 2024
- 8.2. Future locations: Norfolk, Miami

**9. Old Business**

**James Hall**

**10. Good of the Order**

**James Hall**

- 10.1. Dec 12 @ 2:00 PM CT
- 10.2. March 17, 2024 @ the ATEC Conference in Tucson
- 10.3. June 18, 2024 @ 11 AM CT

**11. Adjourn**

**James Hall**

**AVIATION TECHNICIAN EDUCATION COUNCIL  
BOARD OF DIRECTORS MEETING MINUTES**

**June 22, 2023**

The Aviation Technician Education Council held its quarterly board meeting on GoToMeeting. Those in attendance included—

Attended	First	Last	ATEC Title	Company
O	Jared	Britt	Treasurer	Southern Utah University
X	Kelly	Filgo	Director	Texas State Technical College
X	Sean	Gallagan	Director	Aviation Workforce Solutions
X	Jim	Hall	President	WSU Tech
X	Mark	Holloway	Director	Aviation Institute of Maintenance
X	Gary	Hoyle	Past President	Pittsburgh Institute of Aeronautics
X	Karen	Johnson	Vice President	Southern Illinois University
X	Crystal	Maguire	Exec Director	ATEC
O	Daniel	Phillips	Director	Metro Nashville Public Schools
X	Kim	Pritchard	Director	Zipline
X	Tarra	Ruttman	Ops Manager	ATEC
X	Michael	Sasso	Director	Cape Cod Community College
X	Luke	Solomon	Director	Gulfstream Aerospace
O	Kent	Stauffer	Director	Constant Aviation
X	Sheryl	Oxley	Director	Tulsa Tech
X	Scott	Sykes	Director	US Aviation
O	Greg	Emerson	Director	American Airlines
O	James	Smith	Director	Marshall University
X	Suzanne	Markle	Director	Pittsburgh Institute of Aeronautics

X = Present; O = Not Present

ATEC president Jim Hall called the meeting to order at 11:00 am CT.

A motion was made by S. Markle and seconded by S. Gallagan to accept the March 26, 2023 meeting minutes. The motion passed without objection.

**Finance**

C. Maguire gave the finance report.

It's the time of year where our cash flow hits a low point, C. Maguire and T. Ruttman are hitting up sponsors for the fly-in and conference but expect cash on hand to tick down as it usually does this time of year until member renewals in October. For the accounts receivable, there are some outstanding membership and conference sponsor invoices that we are still working on collecting. For the 2024 conference, Bombardier has officially committed to come on as the \$50,000 presenting sponsor and will put us over our budget dollars for the conference this year. Membership fees should come in over budget even after we clear out aged accounts receivables for non-renewals.

Expenses are tracking as expected. Conference expenses came in over budget, but we will make up most of that on the income side. The profit margin from the conference was narrower than in years past, but we anticipated that given the high cost in Chicago.

The draft budget for fiscal year 2024 will be up for approval at the September board meeting.

A motion was made by S. Gallagan and seconded by S. Sykes to accept the finance report. The motion passed without objection.

## **Operations**

C. Maguire gave the operations report.

Director S. Sykes and C. Maguire sent a blackline to CAVOK for development and publication of the Pipeline Report. The edits took into consideration the board's feedback to ensure ATEC has final say on the published report and retains the option to bring the project back in house after the first year at ATEC's discretion. If we come to agreement in the next 30 days, the goal is to have the Pipeline Report published by the Fly-in. We have all the data from the survey that we need for the report, but still waiting for the data from the Boeing report which typically gets published in July.

We have begun initial research into a content management system and are working through the rubric. We have requested proposals from several companies, those organizations, and estimated costs, if known, were provided to the board:

- [Club Express](#): \$5000 startup; \$6000/year
- [Glue Up](#)
- [HiveBrite](#)
- [Member365](#): \$5400/year
- [Imis](#): \$8500 startup
- [Novi AMS](#): \$3000 startup; \$8700/year

Sheryl Oxley, Chase Beasley, and Kelly Filgo volunteered to serve on the CMS research committee previously. Tarra will be reaching out to obtain feedback from those folks in advance of the September meeting.

The board discussed the purpose of the CMS which would be membership management, committee database, conference registrations and payments, survey, etc. Suzanne is working with another group using Glue Up and will get us in contact with that group and their experience if it makes our short list. S. Markle also recommended looking at Aventri, based on the feedback from the other trade group.

Outreach meetings are scheduled this summer in Oshkosh and Seattle. We are looking for sponsors for both events. Choose Aerospace was invited to participate in a panel to speak on K-12 programs alongside AOPA and Tango Flight. The Seattle event will also

be paired with a Choose Aerospace outreach that afternoon with the K-12 programs in the area.

The Tulsa event was a success with 30 attendees representing 12 A&P schools. That event was also paired up with an “Aviation Showcase” where the current and potential Choose Aerospace schools were able to meet with industry representatives. The following two days were teacher training days hosted by Tulsa Tech with about 40 people in attendance. While the event was overall a success, there are some tweaks we will make in the agenda for future events in order to get in all components possible.

## **Membership**

T. Ruttman presented the membership report.

One hundred and forty-four of the now 195 AMT schools are ATEC members, down 10 from last year. Council staff are working outreach to those schools. Johnson College and Moore Norman Technology Center were already members but recently obtained their certification. The third newly certified school is Southern Union Aviation Center in Alabama. T. Ruttman will reach out to them about membership.

Because of the new rule, the certified schools are able to add an additional training location under their existing certificate. The board discussed whether those additional locations should be separate members of ATEC, or whether those additional training locations should be covered under the “parent” AMTS membership. After some discussion the board decided to keep the additional training locations as part of the larger membership for now, but to revisit in the future.

## **Annual Conference**

C. Maguire and J. Hall gave the annual conference report.

C. Maguire, J. Hall, and T. Ruttman were in Tucson last month for onsite visits. We saw three hotel options, two Pima campuses, and several reception venues. Registration will open before Thanksgiving; we hope to have the agenda set and speakers invited by then.

We published a call for presentations for the conference for anyone who would like to submit a presentation idea.

We are now actively searching for a 2025 location. Miami, Tulsa, Seattle, Savannah, and Norfolk are on the short list. Tarra will send Luke the spec sheet so he can look into potential hosts in Savannah.

## **Legislative**

C. Maguire gave the legislative report.

ATEC leadership has had extensive input on workforce provisions in the FAA reauthorization bill. All four of our issues are addressed in either the House or Senate version of the bill, but the breadth and scope of the proposals vary.

The grant program amounts are increased in both the House and Senate versions, but neither increase the amount to the \$50M requested.

The military transition provisions had a lot of coalition support and were championed by AAR and the Teamsters, both with presence on the hill. While the coalition had originally asked for a direct rule to create a military competency pathway, some of those provisions were watered down to direct action by the FAA in the form of studies or working group creation.

Both the House and Senate versions are directing reforms to the ACS system, to ensure the standards are regularly revised and associated guidance provided in a timely fashion.

The proposed language that would have directed the FAA to change part 65 to allow for early testing was changed to a congressionally directed study, which might ultimately delay regulatory initiatives if passed in its current form. C. Maguire has been in contact with committee staff in both the House and the Senate and asked for any language directing a two-year study be removed. We are continuing to work on the petition for rulemaking, which is included in the regulatory report. C. Maguire has had positive talks with agency officials and industry stakeholders about revisions to draft. It should be filed by month's end.

The Fly-in is scheduled for September 19-22. The agenda will focus on the reauthorization efforts and we hope to have congressional staff participate.

### **Choose Aerospace**

C. Maguire gave the Choose Aerospace report.

We ended the academic year with 203 students at 16 schools. So far, we have 17 schools that have applied for next year, with an estimated enrollment of 488. Not all our current schools have reapplied yet, so a realistic estimate for the next school year is around 20 schools and 500 students.

M. Sasso announced that he has 6 high schools and 20 students partnering with Cape Cod that will start the curriculum this fall. K. Filgo has been working on finalizing the practical projects that we implemented during the training and will have those ready to give to the schools this fall. Some of the projects require some pre-built pieces that we will sell to schools that want them and will also provide a revenue stream.

Tarra is soliciting contributions to the 2024 scholarship program.

We have eleven students that have completed the general curriculum at one of the schools and three of those have elected to take the ATEC credential test. That will give

us a good “beta” test of the system which should be up and running this month. If the students pass with an 80 percent they will receive a “credential” from ATEC.

ASA will charge \$25/student for the test, but ATEC can discuss if/how we charge students to create a revenue stream and cover the administrative costs. This is how students will be tested on their knowledge until the rule is changed to allow Choose Aerospace to administer the general exam. Scott suggests ATEC sending out an email notice to area ATEC member schools to let them know when students in their area have passed the test. The board discusses in length on how to gather the best data to compare test scores to verify the validity of the simulated test provided by ASA.

Suzanne offered to compare students’ scores from 147 schools to students’ scores that have taken the general through Choose Aerospace. This data could also potentially come from ASA, Crystal will reach out to see if ASA has that data they could share. There’s also discussion about the questions and how similar they will be to the FAA test and possibly creating a database of questions provided by ATEC member schools. The majority of the board agreed that ASA is the best resource for the questions and will be very similar to what is on the FAA general test. For the board meeting in September, we will present the results of the beta and will further discuss the validity of the test.

We held the second teacher training at Tulsa Tech a few weeks ago. We had 88 attendees over the three-day event, including industry representatives, A&P instructors provided through ATEC, and Choose Aerospace teachers.

Funding initiatives are still underway. CA just signed a contract with Oklahoma Career Tech that will provide \$100,000 a year. That contract will cover license fees for schools in Oklahoma, any remaining funds will support operations. The same deal is expected to close in Indiana by month’s end, which will provide \$300,000 a year for three years.

The Choose Aerospace board is meeting at the end of the month and will finalize its industry outreach campaign. The organization is on track to become independently sustainable by ATEC’s next fiscal year.

## **Regulatory**

ATEC has partnered with Clemson to apply for a NASA grant to update the ACS. The applications are due at the end of the month and a quick turnaround is expected.

There’s a new CTA data analysis group that is making recommendation for data that should be available on the FAA exams. The draft recommendation was sent to the regulatory committee for review.

ATEC sent a letter to the FAA about the ODA but there has been no update.

There being no new, or other business to discuss, the president adjourned the meeting at 12:35pm.

ATEC Board of Director Slate  
9/19/23

<b>Position</b>	<b>Composition</b>	<b>Elected</b>	<b>Term Exp</b>	<b>Term</b>	<b>First</b>	<b>Last</b>	<b>Organization</b>	<b>Sector</b>
Director	Industry (1 of 5)	2021	2025	2nd	Kent	Stauffer	Constant Aviation	Business aviation
Director	Industry (2 of 5)	2023	2027	2nd	Kim	Pritchard	Zipline	Autonomous aircraft
Director	Industry (3 of 5)	2020	2024	1st	Sean	Gallagan	Aviation Workforce Solutions	Education training
Director	Industry (4 of 5)	2021	2025	1st	Luke	Solomon	Gulfstream Aerospace	Manufacturing
Director	Industry (5 of 5)	2023	2027	1st	Greg	Emerson	American Airlines	Airline
Director	Academic (1 of 1)	2021	2025	1st	Daniel	Phillips	Grand Island Public Schools	High school
Director	AMTS (1 of 7)	2023	2027	2nd	Kelly	Filgo	Texas State Technical College	Public, 2-year
Director	AMTS (2 of 7)	2020	2024	1st	Mark	Holloway	Aviation Institute of Maintenance	Private, proprietary
Director	AMTS (3 of 7)	2021	2025	1st	Michael	Sasso	Cape Cod Community College	Public, 2-year
Director	AMTS (4 of 7)	2023	2027	1st	Scott	Sykes	US Aviation Academy	Private, proprietary
Director	AMTS (5 of 7)	2023	2027	1st	Suzanne	Markle	Pittsburgh Institute of Aeronautics	Private, not-for-profit, 2-year
Director	AMTS (6 of 7)	2023	2027	1st	Sheryl	Oxley	Tulsa Tech	Public, 2-year
Director	AMTS (7 of 7)	2023	2027	1st	James	Smith	Marshall University	Public, 4-year
President	Officer (1 of 3)	2022	2024	1st	James	Hall	WSU Tech	Public, 2-year
Vice President	Officer (2 of 3)	2022	2024	1st	Karen	Johnson	Southern Illinois University	Public, 4-year
Treasurer	Officer (3 of 3)	2022	2024	1st	Jared	Britt	Southern Utah University	Public, 4-year
Immediate Past President	Past President (1 of 1)	2022	2024	1st	Gary	Hoyle	Pittsburgh Institute of Aeronautics	Private, not-for-profit, 2-year

Directors shall serve four-year terms and shall not serve more than two consecutive terms. Directors may be re-elected for additional terms after a one-year separation from the Board. The immediate past president shall serve a two-year term and may serve two consecutive terms as immediate past president in the event the residing president also serves two consecutive

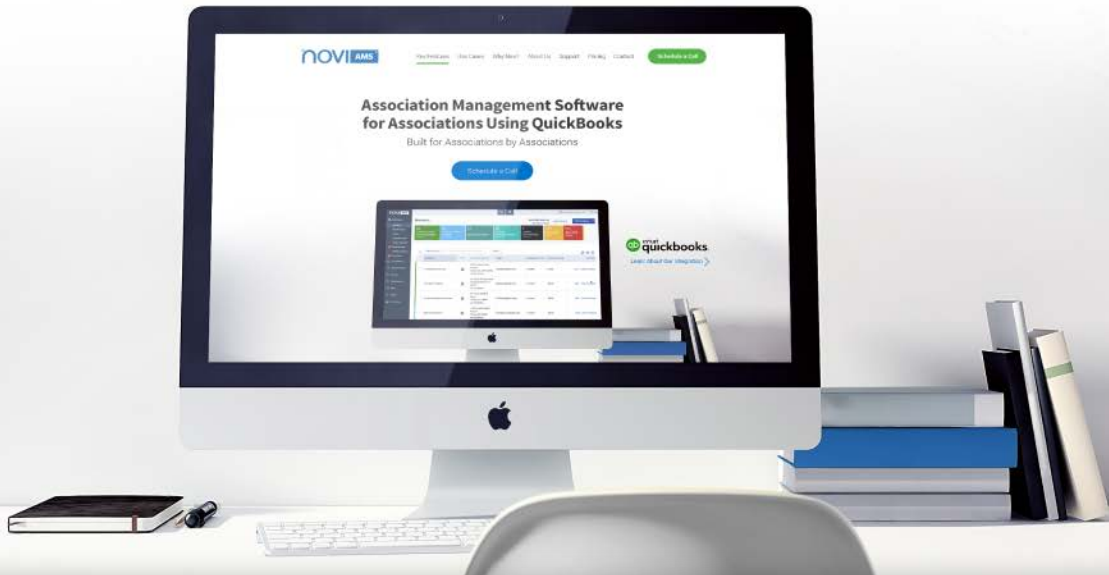


## Association Management System Rubric

Company	Annual	Setup	Onboarding	Website	Newsletter	Survey	QuickBooks	Mapping	Committee	Profiles	Auto Renewal	Customers	Notes
Member 365	\$4,188	\$4,500	30-90		X	X							Integrates with Weebly, would keep existing website
Novi AMS	\$8,600	\$3,000	91-100	X	X	X	X	X	X	X	X	See below	Created by a trade assoc. Integrates with GoTo and Constant Contact
Hive Brite	\$8,500		60-90	X									Social media style platform
Imis	\$2,700	\$15,000	120-180	X		X	X					Army Aviation Association of America	
Club Express	\$4,080	\$2,500	60-90	X	X	X	X					AWAM	

- <https://www.wscail.org/>
- <https://www.swflinc.com/>
- <https://www.midwestbooksellers.org/>
- <https://www.piag.org/>
- <https://www.informusa.org/>
- <https://www.everychildca.org/>

Association Management Software  
**Built by Associations for Associations**



**Associations create change.  
Novi AMS® amplifies it.**



**Save Countless  
Hours of Staff Time**

Small staff associations report saving upwards of 20 to 30 hrs a week of unnecessary work.



**intuit  
quickbooks®**

Avoid manual data entry by utilizing our two-way sync with QuickBooks Online.



**Foster Member  
Engagement**

Our dynamic groups, responsive website & Member Compass™ keep members connected.



**Focus on  
What's Important**

We eliminate cumbersome workarounds that distract staff from their mission.



#NOWORKAROUNDS

# All Subscriptions Include:



### Detailed Financials

Detailed financials without the headache.



#1 rated QuickBooks Online two-way sync.



### Mobile-friendly Website

Mobile-friendly websites that drive engagement.



### Membership Database

Powerful member database with #noWorkarounds.



### Events Manager

Create events within a few clicks or customized in over 50 ways.



### Non-dues Revenue

Sell products and services to website visitors



### Robust Reporting

Actionable data in the right places, so staff doesn't have to dig.



### Communications Tools

Guide members to the information or invoices you want them to see.



**US-Based Support**



**Individualized Onboarding**



**In-App Live Chat**



**"What do I do with the 20 hours per week Novi saves me? Only work 40 hours."**

Judy Keller, Wisconsin Cheese Makers Association



**\$719/month**

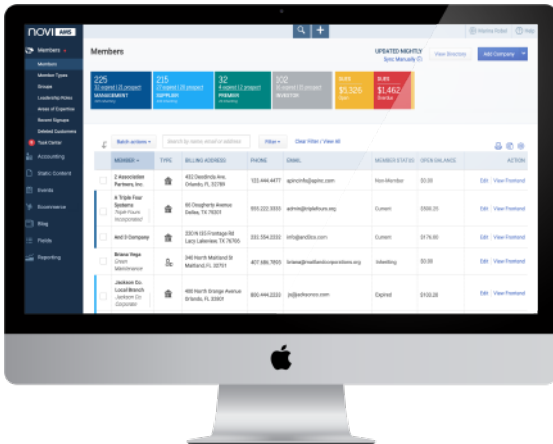
billed annually with **\$2,995 onboarding**



#NOWORKAROUNDS

# Key Features

Powerful and easy to use features to get the job done.



## Membership Management

Designed by associations to work the way you work. You'll benefit from automation from registration through renewal, flexible member types, and an unprecedented level of customization for dues rules.

- Intuitive Member Database
- Automation from Registration through Renewal
- Flexible Member Types with Custom Dues Rules
- Activity and Task Tracking
- Member Compass



"The seamless integrations with QuickBooks & MailChimp save an incredible amount of time when it comes to managing our events."

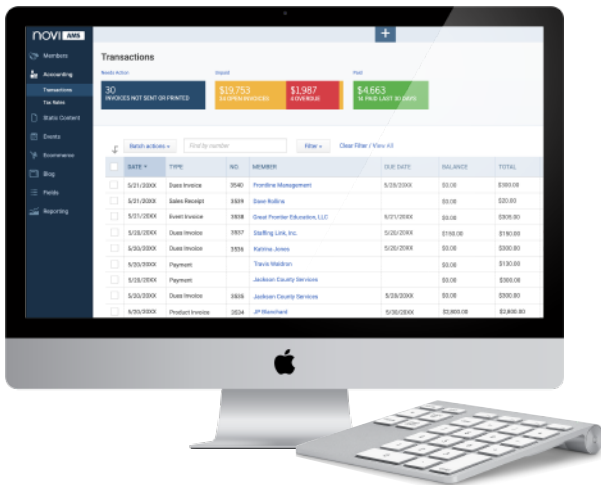
Kelly Veit, ACEC-WI

## Events Management

Power your events from committee meetings to multi-day conferences. The simple but robust automation from start to finish allows you to focus on your event, not the paperwork.

- Custom Ticketing Solutions
- Attendee and CEU Tracking
- Private Links for Webinars
- Showcase and Sell Sponsorships
- Easy checkout with payment options





## Accounting

The Novi AMS 2-way, 24-7 Sync with QuickBooks provides seamless transactions and unparalleled detail all on one platform.

- Two-way, 24/7 sync
- Transactions are seamlessly synced with detail to ensure precise financial reporting
- Empowers staff while ensuring a separation of duties
- Only AMS approved by Intuit for the QuickBooks app store

## Website

Receive a fully integrated website styled to match your brand - no developer required.

- Branded and mobile-friendly website
- Click-to-edit right from the front-end of your website in real-time
- Display important featured content in seconds, front and center on your website
- Allow your members to self-service and manage every aspect of their membership via their Member Compass

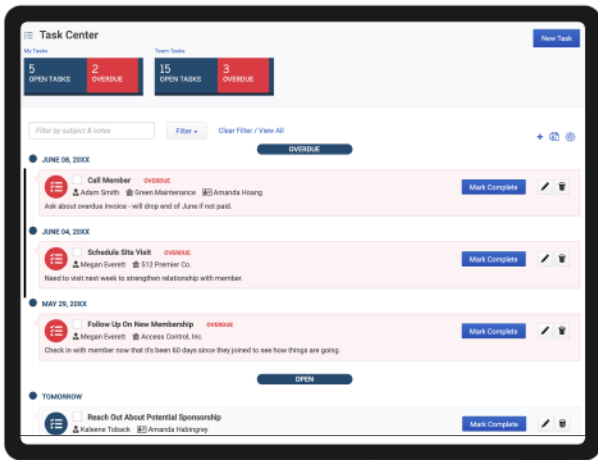


## Communications

Reach the right members at the right time to radically improve member engagement.

- Utilize best-in-class email marketing via MailChimp and Constant Contact integrations
- Blog engine to keep your membership up to date on news and events
- Lock-down content to members only
- Quickly communicate major announcements with sleek website alerts
- Easily segment groups of members to send targeted messaging





## Task Management

Spend more time on tasks that matter with tools that help you and your team stay organized.

- Create and assign tasks to individual team members and track tasks status
- See a 360-view of your tasks and your daily to-do's at-a-glance
- Filter tasks by assignment and keep track of what's already been done
- Build institutional knowledge, one completed task at a time



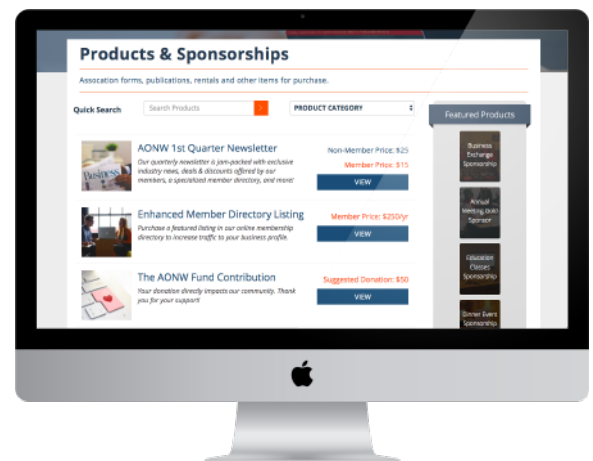
"Novi is data made easy. It creates a centralized location for data, rather than jumping around between various files."

Rachel James, TTA

## E-Commerce

Create a full-featured online store to showcase and sell sponsorships, other services, items for purchase and solicit contributions for your PAC or Foundation.

- Create product and subscription listings on your website
- Sales by Product Reporting
- Customize confirmation emails and deliver tracking fulfillment
- Sell more with product add-ons during event checkout



CONCIERGE ONBOARDING

# Our dedicated specialists will work with you, side-by-side through each step of the process.

## We're With You All the Way

During the kickoff call, you'll be introduced to your dedicated onboarding specialist who becomes a dynamic part of your team. From there, we'll start tackling some of the big tasks like migrating your website content, so that your team can focus on tasks that prep you to launch strong.

## 90 Days to Launch

Onboarding takes on average, about 90 days to complete. If your timeline is shorter, we will work with your team to get you up and running more quickly.

*Hey Pete,*

Conversions are scary, trying, and exhausting. BUT, the Novi team made our conversion seamless and less stressful.

I never once felt as though we were asking too many questions or our questions were silly, even when it was something we should have picked up during training.

Your team has been successful in making us feel like we are part of the Novi family and that they truly care about our success with the program. I appreciate Jen, Melanie, and Melisa's approach to walking us through things instead of just pointing us to a training or a help article.

While other AMS companies make their clients feel like a burden for asking questions, your team embraces questions and takes the extra step to teach us how to do things and make our process better.

The partnership we have formed is truly invaluable to the success of our association and the growth goals we have set for this year and beyond. Never have I ever been more excited to truly learn and master a database like I have with Novi.



*Sarah*  
Sarah Fluke., AMA



CONCIERGE ONBOARDING

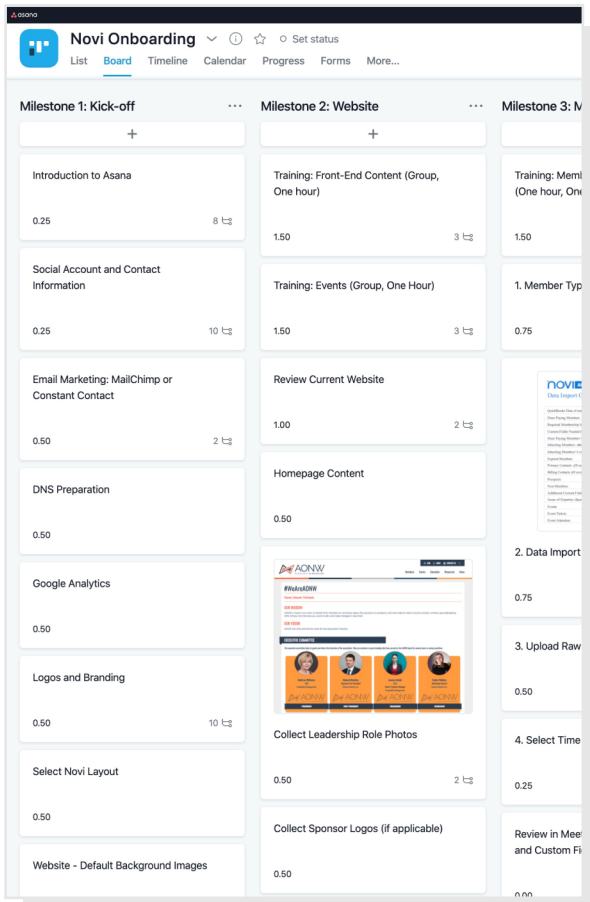
# Six Milestones to Launch

## We Get it...

It can be stressful to change software systems. That's why your dedicated onboarding specialist will work with you, side-by-side through each step of the process.

## Structured & Organized

We use Asana's project management system to keep everyone in the loop and to ensure the project stays on track.



### 1 Kickoff

We start with a kickoff call where we introduce your dedicated onboarding specialist and review the project management system we'll use to break onboarding into organized and structured tasks.

### 2 Website

Under your guidance, the Novi team will apply your association's brand and content to your new Novi website, and we'll move content from your old website to the new one. While we're working on your website content, your team will start training on the platform.

### 3 Member Types & Dues

This milestone begins with a deep dive into your member types and dues rules. We also work together to determine what types of data you plan to import, and our team will do an initial review of your raw data file. We will work collaboratively to create the custom fields that will start to personalize your Novi member database.

### 4 Data & Import

During this milestone, we'll work with you to finalize your data import files and start the import process.

### 5 Settings & Setup

Our team will work collaboratively with yours to dial in your settings as your Novi instance starts to take its final shape. Our training will focus on more advanced topics like Reports & Accounting.

### 6 Launch

After a final review, most of our customers do a soft launch so that staff can get comfortable with their new system. Once you're ready, a simple DNS settings change will launch your new Novi website and AMS live.



ATEC Academy: Professional Development for New Educators  
Agenda

Saturday, March 16

Part I – “Take-off”

- 8am: Welcome and Introductions
  - ATEC Board Members
  - Facilitators
  - Individual Academy Enrollees Ice Breaker, “How did I land here?”
  
- 9am: Rationale for the Academy
  - Review of Academy Syllabus
  - Explanation of Assignments and Expectations
  - Discussion of “What Makes a Good Teacher”
  
- 10am: Break
  
- 10:15: Pedagogy – The Nuts & Bolts of Teaching
  - Creating a Culture of Learning
  - Planning Your Semester or Module of Teaching and Learning
  - Lesson Planning 101
  
- 12pm: Lunch Break
  
- 1pm: Pedagogy – The Nuts & Bolts of Teaching
  - Lesson Planning 101, continued
  - Assessment 101 – Formative and Summative Assessment Techniques
  
- 2:30pm: Break
  
- 2:45: Your Institutional Support Systems
  - Academic Supervisors
  - Library Resources
  - Career Services
  - Student Affairs
  - Services for Veterans
  
- 4pm: Reflections and Adjourn for the Day

Sunday, March 17<sup>th</sup>

Part I – “Take-off” (continued)

- 8am: Welcome and Ice-Breaker
- 8:30: Interactive Teaching – Keeping Students Engaged, Old-School Style
  - Multiple Intelligence Theory
  - Student Learning Preferences
  - Active Teaching Techniques and Collaborative Learning
- 10am: Break
- 10:15: Interactive Teaching, Continued
  - Life By PowerPoint
  - Enhancing Lecture Time
- 11:30: Reflections and Reaching Altitude
  - Thoughts and Questions
  - Looking Ahead – Surveying the Skies

Part II – “Cruising at Altitude”

Faculty enrolled in the ATEC Academy will return to their home campuses, post ATEC Conference, where they will be expected to build on the knowledge and skills obtained during the ATEC Academy “Take Off” sessions held on March 16 and 17. Over the next three months, faculty will be required to complete several assignments, attend two full cohort virtual meetings, record themselves teaching a 45 minute lesson, and meet with the ATEC Academy facilitator for an individual check-in at least one time. The requirements and potential meeting dates are listed below:

Meeting at Altitude, Full Class

- Monday, April 15, 2024, 12pm (EST) – Virtual One-Hour Session – Educational Apps and Technology
- Monday, May 13, 2024, 12pm (EST) – Virtual One-Hour Session – Managing Student Behavior
- Monday, June 10, 2024, 12pm (EST) – Virtual One-Hour Session – Developing Effective Rubrics

## Assignments

- *Classroom Observation Report*  
Each enrollee will observe a peer at their respective institution and prepare a one-page report in which the instruction is described and analyzed.  
Assignment Due Date: Friday, April 12, 2024
- *Interview Report*  
Each enrollee will interview an aviation maintenance instructor who has taught for at least ten years. The enrollee will ask questions related to teaching experiences, student behavior management, assessment and evaluation, communication, student engagement, and general successes and challenges. The enrollee will then develop a two-page report summarizing what they learned from the interview.  
Assignment Due Date: Friday, May 10, 2024
- *Recorded Lesson*  
Each enrollee will record a 30-minute lesson and submit the recording along with the lesson plan used for the lesson.  
Assignment Due Date: Friday, June 7, 2024
- *Monthly Reflections*  
Each enrollee will submit a one-page reflection in which they describe their teaching experiences and what they are learning from those experiences. Each attendee will meet with the ATEC Academy facilitator to review one reflection in a virtual meeting.  
Assignment Due Dates: End of April, May and June

## Part III – “The Safe Landing”

At the end of June, with all assignments completed and assignments submitted and evaluated, we will have our first ATEC Academy Graduates.

## ATEC Academy Proposal – Contract

This Agreement is made and entered into by and between ATEC and Sean Glassberg.

ATEC hereby engages the services of Sean Glassberg for ATEC Academy facilitation under the conditions set out below:

Start Date: March 16, 2024

End Date: June 30, 2024

### Facilitator Stipend per Cohort:

- \$5000 10 or Fewer Participants
- \$6500 11-20 Participants
- \$8000 21-30 Participants

50% of Payment to be made upon start of engagement; 50% of Payment to be made upon end of engagement.

### Travel Expenses for "Take-Off" Meeting:

- Flight: up to \$500 in reimbursement for "Take-Off" face2face meeting, unless it can be demonstrated that less expensive options were not available.
- Ground transportation (to include rental car, gas, Uber, taxi, airport parking): reimbursement of charges documented on receipts.
- Hotel accommodations: two nights lodging (hotel room and applicable taxes).
- Meals: \$50 per diem.
- Make Check Payable to: Sean Glassberg
- Address: 445 Commonwealth Road, Mount Pleasant, SC 29466

### Materials and Intellectual Property:

- Materials: Sean Glassberg is giving permission for ATEC to audiotape and/or videotape sessions. Sean Glassberg hereby grants ATEC a limited, free, perpetual, non-exclusive license to use and commercialize the text and recordings of the sessions in any medium as ATEC desires. Sean Glassberg gives permission to ATEC to record the voice, video, or both for distribution by ATEC. Sean Glassberg retains all copyrights to presentation at ATEC events. Any resale of any recording is prohibited. ATEC must provide Sean Glassberg with a copy.
- Warranty: Sean Glassberg warrants that he is the sole owner of the presentation materials and/or has full power and authority to make this Agreement; that the presentation materials do not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Sean Glassberg will defend, indemnify, and hold harmless ATEC against all claims, suits, costs, damages, and expenses that ATEC may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the presentation materials or any infringement or violation by the presentation materials of any copyright or property

right; and until such claim or suit has been settled or withdrawn, ATEC may withhold any sums due to Sean Glassberg under this Agreement.

- Inability to Perform: If Sean Glassberg is unable to appear on the date scheduled, ATEC will have no obligation to make payments and all advance payments are returned to ATEC.
- Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").
- Independent Contractor: Sean Glassberg is an independent contractor and is not an ATEC employee, partner, joint venturer, or agent of ATEC. Sean Glassberg acknowledges that ATEC shall have no responsibility to provide insurance or other fringe benefits normally associated with employee status. Sean Glassberg is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.
- Agreement: ATEC and Sean Glassberg hereby agree to the terms and conditions of this Agreement. The Agreement shall be effective when fully executed by both parties.

Signature of ATEC Representative \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Sean Glassberg \_\_\_\_\_

Date: \_\_\_\_\_



# Aviation Technician Education Council

## Balance Sheet As of September 18, 2023

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Bank of America - Checking	18,273.07
Bank of America - Savings	100,145.65
<b>Total Bank Accounts</b>	<b>\$118,418.72</b>
Accounts Receivable	
Accounts Receivable	95,040.00
<b>Total Accounts Receivable</b>	<b>\$95,040.00</b>
Other Current Assets	
Undeposited Funds	1,785.00
<b>Total Other Current Assets</b>	<b>\$1,785.00</b>
<b>Total Current Assets</b>	<b>\$215,243.72</b>
<b>TOTAL ASSETS</b>	<b>\$215,243.72</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
<b>Total Liabilities</b>	
Equity	
Net Assets	169,886.44
Net Income	45,357.28
<b>Total Equity</b>	<b>\$215,243.72</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$215,243.72</b>

# Aviation Technician Education Council

## Budget vs. Actuals: FY\_2023 - FY23 P&L

October 2022 - September 2023

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
<b>Income</b>			
Conference Income			
Annual Conference Income			
Employer Link Income	10,250	20,000	51.00 %
Exhibitor Income	35,650	25,000	143.00 %
Registration Income	98,965	80,000	124.00 %
Sponsorship Income	107,658	70,000	154.00 %
<b>Total Annual Conference Income</b>	<b>252,523</b>	<b>195,000</b>	<b>129.00 %</b>
Legislative Fly-In Income			
Registration Income - Fly-In	12,961	16,000	81.00 %
Sponsorship Income - Fly-In	15,000	15,000	100.00 %
<b>Total Legislative Fly-In Income</b>	<b>27,961</b>	<b>31,000</b>	<b>90.00 %</b>
<b>Total Conference Income</b>	<b>280,484</b>	<b>226,000</b>	<b>124.00 %</b>
Membership Income			
Academic Membership Income	21,600	15,000	144.00 %
AMTS Membership Income	94,797	90,000	105.00 %
Industry Membership Income	37,800	40,000	95.00 %
<b>Total Membership Income</b>	<b>154,197</b>	<b>145,000</b>	<b>106.00 %</b>
Program Services Income			
Advertising Income	8,850	10,000	89.00 %
Other Income	3,029	5,000	61.00 %
<b>Total Program Services Income</b>	<b>11,879</b>	<b>15,000</b>	<b>79.00 %</b>
<b>Total Income</b>	<b>\$446,560</b>	<b>\$386,000</b>	<b>116.00 %</b>
<b>GROSS PROFIT</b>	<b>\$446,560</b>	<b>\$386,000</b>	<b>116.00 %</b>
<b>Expenses</b>			
Administrative Expenses			
Awards Expense	2,506	3,000	84.00 %
Business Expenses			
Copying/Printing	6,548	7,000	94.00 %
Dues & Subscriptions	10,791	11,000	98.00 %
Insurance	3,078	3,000	103.00 %
Office Expense & Supplies	802	1,000	80.00 %
Postage & Delivery	591	200	295.00 %
Telephone & Wifi	1,800	1,800	100.00 %
<b>Total Business Expenses</b>	<b>23,609</b>	<b>24,000</b>	<b>98.00 %</b>
Fees			
Bank Service Charge	141	200	71.00 %
Credit Card Fees/Discount	7,007	5,000	140.00 %
<b>Total Fees</b>	<b>7,148</b>	<b>5,200</b>	<b>137.00 %</b>
Professional Fees			
Accounting		2,500	
Communications	7,335	12,000	61.00 %

# Aviation Technician Education Council

## Budget vs. Actuals: FY\_2023 - FY23 P&L

October 2022 - September 2023

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Graphics & Design	15,845	10,000	158.00 %
Legal	250	250	100.00 %
Legislative	4,000	10,000	40.00 %
Management	168,000	168,000	100.00 %
<b>Total Professional Fees</b>	<b>195,430</b>	<b>202,750</b>	<b>96.00 %</b>
Travel Expense			
Lodging - Travel	2,614	3,000	87.00 %
Meals & Entertainment - Travel	1,754	2,000	88.00 %
Transportation - Travel	9,347	7,000	134.00 %
<b>Total Travel Expense</b>	<b>13,716</b>	<b>12,000</b>	<b>114.00 %</b>
<b>Total Administrative Expenses</b>	<b>242,409</b>	<b>246,950</b>	<b>98.00 %</b>
Conferences Expense			
Annual Conference Expenses			
Copying/Printing - Annual Confe	8,236	8,000	103.00 %
Facility Cost - Annual Conferen	49,858	30,000	166.00 %
Food/Beverage - Annual Conferen	78,054	55,000	142.00 %
Transportation - Annual Conf	16,444	15,000	110.00 %
Travel Expense - Annual Confere	3,629	2,000	181.00 %
<b>Total Annual Conference Expenses</b>	<b>156,221</b>	<b>110,000</b>	<b>142.00 %</b>
Annual Legislative Fly-In			
Copying/Printing - Fly-In		2,000	
Food/Beverage - Fly-In	1,830	10,000	18.00 %
Transportation - Fly-In		3,000	
<b>Total Annual Legislative Fly-In</b>	<b>1,830</b>	<b>15,000</b>	<b>12.00 %</b>
<b>Total Conferences Expense</b>	<b>158,051</b>	<b>125,000</b>	<b>126.00 %</b>
<b>Total Expenses</b>	<b>\$400,460</b>	<b>\$371,950</b>	<b>108.00 %</b>
NET OPERATING INCOME	<b>\$46,100</b>	<b>\$14,050</b>	<b>328.00 %</b>
Other Expenses			
Bad Debt	743		
<b>Total Other Expenses</b>	<b>\$743</b>	<b>\$0</b>	<b>0%</b>
NET OTHER INCOME	<b>\$ -743</b>	<b>\$0</b>	<b>0%</b>
<b>NET INCOME</b>	<b>\$45,357</b>	<b>\$14,050</b>	<b>323.00 %</b>



	2019	2022	2023 Budget	2023 YTD	2024 Budget	Notes
<b>Revenue</b>						
<b>Conference Income</b>						
<b>Annual Conference Income</b>						
Employer Link Income	\$ 16,250	\$ 14,000	\$ 20,000	\$ 10,250	\$ -	
Exhibitor Income	\$ 19,801	\$ 11,291	\$ 25,000	\$ 35,650	\$ 50,000	Fee increase, absorb employer link
Registration Income	\$ 57,753	\$ 58,296	\$ 80,000	\$ 98,965	\$ 110,000	
Sponsorship Income	\$ 38,500	\$ 66,755	\$ 70,000	\$ 107,658	\$ 110,000	
<b>Total Annual Conference Income</b>	<b>\$ 132,304</b>	<b>\$ 150,342</b>	<b>\$ 195,000</b>	<b>\$ 252,523</b>	<b>\$ 270,000</b>	
<b>Legislative Fly-In Income</b>						
Registration Income - Fly-In	\$ 4,148	\$ 14,463	\$ 16,000	\$ 12,961	\$ 15,000	
Sponsorship Income - Fly-In	\$ 8,000	\$ 14,000	\$ 15,000	\$ 15,000	\$ 17,000	
<b>Total Legislative Fly-In Income</b>	<b>\$ 12,148</b>	<b>\$ 28,463</b>	<b>\$ 31,000</b>	<b>\$ 27,961</b>	<b>\$ 32,000</b>	
<b>Total Conference Income</b>	<b>\$ 144,452</b>	<b>\$ 178,805</b>	<b>\$ 226,000</b>	<b>\$ 280,484</b>	<b>\$ 302,000</b>	
<b>Membership Income</b>						
Industry Membership Income	\$ 35,650	\$ 50,400	\$ 40,000	\$ 37,800	\$ 40,000	
Academic Membership Income			\$ 15,000	\$ 21,600	\$ 20,000	
AMTS Membership Income	\$ 74,297	\$ 89,397	\$ 90,000	\$ 94,797	\$ 95,000	
<b>Total Membership Income</b>	<b>\$ 109,947</b>	<b>\$ 139,797</b>	<b>\$ 145,000</b>	<b>\$ 154,197</b>	<b>\$ 155,000</b>	
<b>Program Services Income</b>						
ATEC Academy	\$ -	\$ -	\$ -	\$ -	\$ 15,000	breakeven, assuming 30 trainees at \$500 per
Advertising Income	\$ 10,075	\$ 8,475	\$ 10,000	\$ 8,850	\$ 10,000	
Other Income	\$ 258	\$ 5,007	\$ 5,000	\$ 3,027	\$ 5,000	
<b>Total Program Services Income</b>	<b>\$ 10,333</b>	<b>\$ 13,482</b>	<b>\$ 15,000</b>	<b>\$ 11,877</b>	<b>\$ 30,000</b>	
<b>Total Revenue</b>	<b>\$ 264,732</b>	<b>\$ 332,084</b>	<b>\$ 386,000</b>	<b>\$ 446,558</b>	<b>\$ 487,000</b>	
<b>Gross Profit</b>	<b>\$ 264,732</b>	<b>\$ 332,084</b>	<b>\$ 386,000</b>	<b>\$ 446,558</b>	<b>\$ 487,000</b>	
<b>Expenditures</b>						
<b>Administrative Expenses</b>						
<b>Business Expenses</b>						
Copying/Printing	\$ 2,034	\$ 7,423	\$ 7,000	\$ 6,548	\$ 8,000	
Dues & Subscriptions	\$ 9,659	\$ 19,674	\$ 11,000	\$ 10,791	\$ 20,000	Includes annual AMS subscription (\$8628); one-time setup fee in 2023 budget (\$2995)
Insurance	\$ 1,977	\$ 3,041	\$ 3,000	\$ 3,078	\$ 3,000	
Office Expense & Supplies	\$ 2,158	\$ 2,421	\$ 1,000	\$ 802	\$ 1,000	
Postage & Delivery	\$ 15	\$ 139	\$ 200	\$ 591	\$ 500	
Telephone & Wifi	\$ 1,060	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	
Awards	\$ 2,171	\$ 2,996	\$ 3,000	\$ 2,506	\$ 3,000	Instructor, student of the year
<b>Total Business Expenses</b>	<b>\$ 19,074</b>	<b>\$ 37,494</b>	<b>\$ 27,000</b>	<b>\$ 26,116</b>	<b>\$ 37,300</b>	
<b>Fees</b>						
Bank Service Charge	\$ 120	\$ 130	\$ 200	\$ 141	\$ 200	
Credit Card Fees/Discount	\$ 5,183	\$ 4,492	\$ 5,000	\$ 7,007	\$ 7,000	
<b>Total Fees</b>	<b>\$ 5,303</b>	<b>\$ 4,622</b>	<b>\$ 5,200</b>	<b>\$ 7,148</b>	<b>\$ 7,200</b>	
<b>Professional Fees</b>						
Accounting	\$ 1,630	\$ 1,670	\$ 2,500	\$ -	\$ 1,000	
Graphic Designer	\$ 6,128	\$ 11,156	\$ 10,000	\$ 15,845	\$ 15,000	See details tab
Legal	\$ 500	\$ 250	\$ 250	\$ 250	\$ 3,000	Transactional and VA registered agent
Legislative	\$ 3,180	\$ 13,705	\$ 10,000	\$ 4,000	\$ 10,000	Congressional meetings
Management	\$ 115,000	\$ 122,000	\$ 168,000	\$ 168,000	\$ 195,000	\$50K base + 40% (2023 est income - \$85,000)
Communications	\$ -	\$ 375	\$ 12,000	\$ 7,335	\$ 15,000	Retainer-based comms support, AMS conversion
Trainers	\$ -	\$ -	\$ -	\$ -	\$ 15,000	Consultant (8K), facilitator stipends
<b>Total Professional Fees</b>	<b>\$ 126,438</b>	<b>\$ 149,156</b>	<b>\$ 202,750</b>	<b>\$ 195,430</b>	<b>\$ 254,000</b>	
<b>Travel Expense</b>						
Lodging - Travel	\$ 3,375	\$ 3,153	\$ 3,000	\$ 2,614	\$ 3,500	
Meals & Entertainment - Travel	\$ 1,369	\$ 1,877	\$ 2,000	\$ 1,754	\$ 2,500	Outreach meetings, ad hoc meals and meetings
Transportation - Travel	\$ 6,995	\$ 6,279	\$ 7,000	\$ 9,347	\$ 9,500	See details tab
<b>Total Travel Expense</b>	<b>\$ 11,739</b>	<b>\$ 11,309</b>	<b>\$ 12,000</b>	<b>\$ 13,715</b>	<b>\$ 15,500</b>	
<b>Total Administrative Expenses</b>	<b>\$ 162,554</b>	<b>\$ 202,581</b>	<b>\$ 246,950</b>	<b>\$ 242,409</b>	<b>\$ 314,000</b>	
<b>Conferences Expense</b>						
<b>Annual Conference Expenses</b>						
AV Expense - Annual Conferenc	\$ 4,684	\$ 5,524	\$ -	\$ -	\$ 3,000	
Copying/Printing - Annual Confe	\$ 6,728	\$ 7,285	\$ 8,000	\$ 8,236	\$ 10,000	
Facility - Annual Conferen	\$ 6,019	\$ 1,700	\$ 30,000	\$ 49,858	\$ 30,000	
Food/Beverage - Annual Conferen	\$ 39,260	\$ 45,299	\$ 55,000	\$ 78,054	\$ 80,000	
Transportation - Annual Conf	\$ 6,839	\$ 4,922	\$ 15,000	\$ 16,444	\$ 20,000	
Travel Expense - Annual Confere	\$ 611	\$ 4,416	\$ 2,000	\$ 3,629	\$ 4,000	
<b>Total Annual Conference Expenses</b>	<b>\$ 64,141</b>	<b>\$ 69,146</b>	<b>\$ 110,000</b>	<b>\$ 156,221</b>	<b>\$ 147,000</b>	
<b>Annual Legislative Fly-In</b>						
Copying/Printing - Fly-In	\$ 1,797	\$ 1,656	\$ 2,000	\$ -	\$ 3,000	
Food/Beverage - Fly-In	\$ 8,933	\$ 10,400	\$ 10,000	\$ 1,830	\$ 10,000	
Transportation - Fly-In	\$ 2,804	\$ 2,641	\$ 3,000	\$ -	\$ 3,000	
<b>Total Annual Legislative Fly-In</b>	<b>\$ 13,534</b>	<b>\$ 14,697</b>	<b>\$ 15,000</b>	<b>\$ 1,830</b>	<b>\$ 16,000</b>	
<b>Total Conferences Expense</b>	<b>\$ 77,675</b>	<b>\$ 83,843</b>	<b>\$ 125,000</b>	<b>\$ 158,051</b>	<b>\$ 163,000</b>	
<b>Total Expenditures</b>	<b>\$ 240,229</b>	<b>\$ 286,424</b>	<b>\$ 371,950</b>	<b>\$ 400,460</b>	<b>\$ 477,000</b>	
<b>Net Revenue</b>	<b>\$ 24,503</b>	<b>\$ 45,660</b>	<b>\$ 14,050</b>	<b>\$ 46,098</b>	<b>\$ 10,000</b>	

## Details

Item	Purpose	Amount
<b>Graphics</b>		
Conference	Conference program, signage, marketing materials	\$ 6,000.00
Pipeline Report		\$ 2,000.00
Fly-In	Program	\$ 2,000.00
Journal	Two issues at \$1000 each	\$ 2,000.00
Member mailing	Member certificate, password card, save the dates, etc.	\$ 3,000.00
General	Website, outreach meetings, ad hoc	\$ 2,000.00
		<b>\$ 17,000.00</b>
<b>Dues and Subs</b>		
STEM Coalition	Education policy coalition	\$ 2,500.00
USPS	PO box	\$ 176.00
Network solutions	Web hosting	\$ 236.00
Quickbooks	Finance management	\$ 915.00
Constant Contact	Marketing/email system	\$ 774.00
Adobe Cloud	Develop materials and marketing materails, Journal	\$ 1,020.00
GoToWebinar	Includes GoToMeeting	\$ 2,388.00
Network solutions	Domain name (\$113/3 yrs, next due 8/2023)	\$ 113.00
Network solutions	Email exchange	\$ 480.00
Office 365	Cloud file storage	\$ 300.00
BatchGeo Pro	Online school directory	\$ 1,188.00
Survey Monkey	Survey system	\$ 408.00
Zoom	Backup virtual meeting (FAA)	\$ 150.00
Weebly	Performance website	\$ 456.00
LastPass	Password management	\$ 48.00
AMS	Association Management Software	\$ 8,628.00
		<b>\$ 19,780.00</b>
<b>Travel</b>		
Outreach meetings	Two meetings	\$ 3,000.00
FAA ACS	Four meetings	\$ 5,000.00
Conference site visits	x2 people	\$ 3,000.00
Industry event	Speaking	\$ 1,500.00
Industry event	Speaking	\$ 1,500.00
		<b>\$ 14,000.00</b>

## **ADMINISTRATIVE SERVICES AGREEMENT**

This Exchange Agreement (“Agreement”) effective as of September 23, 2023 (the “Effective Date”), by and between the Aviation Technician Education Council (hereinafter “ATEC”), a trade association with tax exempt status under section 501(c)(6) of the Internal Revenue Code and Choose Aerospace, Inc. (hereinafter “CA”), a charitable organization exempt under section 501(c)(3).

WHEREAS, ATEC’s mission is to promote and support aviation maintenance technician education;

WHEREAS CA develops programs in support of aviation technical workforce pathway development;

WHEREAS, ATEC supported and funded the initial activities and incorporation of CA to facilitate a scholarship program and development of aviation technical curriculum (the “Curriculum”);

WHEREAS, ATEC and CA entered into an Administrative Services Agreement effective Jan. 1, 2023, as amended, for ATEC to provide CA ongoing management of its day-to-day operations;

WHEREAS, the Administrative Services Agreement expired on its terms on September 22, 2023;

WHEREAS, CA has secured the necessary funding to support its own operations as of the Effective Date;

WHEREAS, the parties have mutually agreed not to further extend the Administrative Services Agreement but wish to continue a partnership to support each other’s initiatives to further aviation technical education and pathway development;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged and deemed to be legally sufficient, ATEC and CA hereby agree as follows:

### **(1) OBLIGATIONS AND RESPONSIBILITIES**

#### **(a) MARKETING**

Both parties will utilize newsletters, websites, and social media networks to market activities of the other party as mutually agreed. Marketing activities may include highlighting the CA Curriculum, ATEC membership benefits, and separate or joint training initiatives. Neither party will have the right to distribute marketing material directly to the other party’s contact list absent express authorization.

Each party is solely responsible for any costs associated with its own marketing and promotional activities.

#### **(b) CONFERENCE REGISTRATION AND EXHIBIT SPACE**

ATEC will provide CA complimentary exhibit space and its employees and contractors complimentary registration to the ATEC Annual Conference and Fly-in. In the event CA charges fees to any of its trainings or meetings, those fees will be waived for ATEC contractors.

ATEC will provide the member-discounted registration rate to any organization that is approved to use the CA Curriculum (“Curriculum Sublicensee”).

#### **(c) CONFERENCE CONTENT**

CA agrees to develop and facilitate training content at the ATEC Annual Conference to encourage attendance by Curriculum Sublicensees in support of growing high school representation at the ATEC Annual Conference.

#### **(d) CREDENTIAL**

ATEC agrees to facilitate credentialing of CA Curriculum student users to confirm the student’s knowledge of the general subject areas of the Federal Aviation Administration mechanic airman certification standards. The parties agree to work together to develop a workflow and to secure industry and aviation maintenance technician school (AMTS) endorsement of the credential.

It is understood that the student data provided by CA to ATEC to facilitate testing is CA intellectual property subject to the provisions set forth in Article 3. ATEC will retain all ownership of testing performance data.

ATEC, at its sole discretion, will determine the fee for the credential and facilitate payment directly from credential applicants.

#### **(e) SCHOLARSHIP**

CA facilitates a scholarship program for the benefit of AMTS, AMTS instructors, CA sublicensees, and students pursuing aviation technical careers. CA agrees that where a part 147 certificate or enrollment at an AMTS is a requirement of eligibility, ATEC membership will also be required.

(a) TRAINING

The parties agree to collaborate on the "ATEC Academy" initiative that will provide training for ATEC member instructors and CA sublicensee teachers. Both parties recognize the need for educator training for part 147 program instructors and the growing high school program market. ATEC Academy will leverage its members' expertise to support instructors that are transitioning from industry into the classroom and new teachers to aviation technical training.

ATEC will cover all costs associated with training initiatives and, in its sole discretion, determine training fees for enrollees. CA will provide operations and curriculum development support, mentor trainees, and market the training to its CA sublicensees.

(a) EQUIPMENT DONATIONS

CA will facilitate a clearing house for equipment, materials, and parts donations from industry for the benefit of ATEC member AMTS and CA Curriculum Sublicensees. CA agrees that only ATEC members will be eligible to receive equipment donated to or facilitated by the CA parts donation program.

(b) STUDENT DATA

The parties agree to collaborate on opportunities to connect Curriculum Sublicensees, students that complete the Curriculum, and students that receive an ATEC credential, with the ATEC community (to include AMTS and industry employers). The parties will pursue initiatives to further the interests of ATEC members seeking access to new entrant information while also ensuring privacy requirements are maintained. The parties will amend this Agreement as needed to ensure the obligations and responsibilities of both parties regarding student data are agreed.

**(2) TERM AND TERMINATION**

(a) Term

This Agreement shall commence on the Effective Date and shall continue until September 30, 2024. Thereafter, the term may be extended upon mutual written agreement of both parties.

(b) Termination

Either party may terminate this agreement with or without cause upon thirty (30) days written notice, or other mutually agreed-upon date. Upon termination of this Agreement, each party shall deliver to the other, any records, documents, materials and other tangibles owned by the other party in whatever form maintained and stored.

**(3) INTELLECTUAL PROPERTY**

Each party's intellectual is and shall remain the exclusive property of the party. Neither party shall use the other party's intellectual property for any other purpose than the performance of that party's obligations under this Agreement. Except as otherwise stated in this Agreement, neither party transfers to the other party any patent, trademark, copyright or other intellectual property owned by such Party.

The parties hereby grant to each other a limited, nonexclusive license to use each other's intellectual property in the form provided by each party. Prior to the use of marks of the other party, the owner of such marks shall obtain approval for such use. All uses of intellectual property, including all goodwill generated by use of the intellectual property, shall accrue and inure to the benefit of and be on behalf of the owner of the intellectual property.

**(4) CONFIDENTIALITY**

Each party agrees that it will not use for its own purposes (except as permitted under this Agreement), will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of the other, and that each party will safeguard such information and data by using the same degree of care and discretion that it uses to protect its own confidential information. No party will be obligated to maintain the confidentiality of information to the extent it is required to reveal such information for the purpose of performing its obligations under this Agreement.

**(5) INDEMNIFICATION**

Each party will indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses (financial or otherwise), damages, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees and expenses), which may be incurred or which may be claimed

by any person or as a result of the negligence or willful misconduct of the indemnifying party, its directors, officers, employees or agents relating to the exercise of, or the failure to exercise, the obligations under this Agreement.

**(6) INSURANCE**

Both parties shall maintain, at their own expense, adequate and appropriate general liability insurance coverage and directors & officer's insurance coverage during the term of this Agreement.

**(7) NOTICES**

Any notices given under this Agreement shall be in writing and delivered by email return receipt requested to CA at [careers@chooseaerospace.org](mailto:careers@chooseaerospace.org) and to ATEC at [atec@atec-amt.org](mailto:atec@atec-amt.org). Notice shall be deemed given when first received by the other party or its agent.

**(8) ASSIGNMENT**

Neither party shall assign its rights hereunder to any person or entity without the prior written consent of the other party. The rights and obligations set forth in this Agreement are binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

**(9) GOVERNING LAW**

This Agreement shall be governed by the law of the state of Oklahoma without regard to its choice of law rules. Any dispute arising under this Agreement shall be subject solely to the exclusive jurisdiction of the state courts in and for Tulsa County to which each ATEC and CA hereby consent to the personal jurisdiction thereby.

**(10) ENTIRE AGREEMENT**

This Agreement and its Exhibits represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous discussions, representations or agreements, oral or written, of the parties regarding this subject matter.

**(11) SEVERABILITY**

If any provision contained herein is determined by a court of competent jurisdiction or an arbitration tribunal to be invalid or unenforceable, said determination shall not affect the validity and enforceability of the remaining provisions hereof. The parties represent that they are not aware that any provision of the Agreement is invalid or unenforceable.

**(12) WAIVER**

No waiver by either party, whether express or implied, of any right or obligation set forth in this Agreement, or any breach or default, shall constitute a continuing waiver of that or any other right, obligation, breach or default.

**(13) FORCE MAJEURE**

Neither party shall be in default hereunder by reason of its delay in performing or failure to perform any of its obligations hereunder if such delay or failure is caused by strikes, acts of God or the public enemy, riots, or interference by civil or military authorities, provided, however, that nonperformance hereunder shall be excused and shall not constitute a default for a maximum of thirty (30) days per qualifying event.

**(14) COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, hereby certifying that they are authorized to do so, have executed this Agreement on behalf of the parties on the dates indicated below, but with effect as of the Effective Date.

For Aviation Technician Education Council:

By: Jim Hall, President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For Choose Aerospace, Inc.:

By: Ryan Goertzen, President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_