

BOARD OF DIRECTORS ANNUAL MEETING AGENDA

September 20, 2024

- | | |
|--|--|
| Call to Order | James Hall |
| 1. Approval of June 18 Meeting Minutes (page 3) | James Hall |
| 2. Board Elections | Jared Britt |
| 2.1. Nominating committee meeting minutes (page 8) | |
| 2.2. Proposed slate (page 12) | |
| 3. Finance | Jared Britt |
| 3.1. Balance Sheet (page 13) | |
| 3.2. Budget vs. Actual (page 14) | |
| 3.3. Budget Approval (page 16) | |
| 4. Annual Conference | Tarra Ruttman |
| 4.1. Norfolk March 16-19, 2025 | |
| 4.2. Future: | |
| 4.2.1. Portland (2026), Wichita (2027) | |
| 4.2.2. 2028-2031 potentials: Tulsa, Miami, Anchorage, Mobile | |
| 5. Operations | |
| 5.1. Strategic Plan Development | James Hall |
| 5.2. AEA MOU (page 18) | Crystal Maguire |
| 5.3. Pipeline Report | |
| 5.4. ATEC Academy | Michael Sasso |
| 5.4.1. Fall cohort debrief | |
| 5.4.2. Future cohorts | |
| 5.4.2.1. March 15-16, 2025 in Norfolk | |
| 5.4.2.2. June 3-4, 2025 in Tulsa | |
| 5.4.2.3. Fall 2025? | |
| 6. Legislative | Jared Britt |
| 6.1. Fly-In debrief | |
| 7. Regulatory | Crystal Maguire
Sean Gallagan |
| 7.1. FAA roundtable debrief | |
| 7.2. NASA grant report out | |
| 7.3. ACS Working group expansion | |
| 7.4. FAA Handbook revision | |
| 7.5. Draft ODA Order—comments due Oct. 21 | |
| 7.6. Boeing pilot test re access to technical data | |
| 7.7. FAA reauthorization action items | |
| 7.7.1. Military transition rulemaking | |
| 7.7.2. Early general knowledge testing working group | |
| 7.8. New initiatives | |
| 7.8.1. General O&P | |
| 7.8.2. Testing authorization | |

8. Choose Aerospace

Kelly Filgo

- 8.1. 2024-25 Programs ([school directory](#))
- 8.2. Exchange agreement revisions (page 21)
 - 8.2.1. ATEC membership
 - 8.2.2. Credential cost share
 - 8.2.3. Future: credentialed student information

9. Membership

Tarra Ruttman

- 9.1. AMTS: 149 [156 in 2023, 153 in 2022]
- 9.2. Industry: 63 [68 in 2023, 64 in 2022]
- 9.3. Academic: 28 [30 in 2023, 27 in 2022]
- 9.4. 2024 renewal rate: 94%
- 9.5. Expired members: 30
- 9.6. Potential AMTS members: 30
- 9.7. 2024 new and returning members: 19

10. Old Business

James Hall

11. Good of the Order

James Hall

- 11.1. Dec 10, 2024 11 AM CT—virtual
- 11.2. March 16, 2025—Norfolk

12. Adjourn

James Hall

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

June 18, 2024

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

Attended	First	Last	ATEC Title	Company
X	Jared	Britt	Treasurer	Aviation Education Academy
X	Sean	Gallagan	Director	Aviation Workforce Solutions
O	Jim	Hall	President	WSU Tech
X	Mark	Holloway	Director	Aviation Institute of Maintenance
X	Gary	Hoyle	Past President	Pittsburgh Institute of Aeronautics
O	Karen	Johnson	Vice President	Southern Illinois University
X	Crystal	Maguire	Exec Director	ATEC
X	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
O	Luke	Solomon	Director	Gulfstream Aerospace
X	Kent	Stauffer	Director	Constant Aviation
X	Sheryl	Oxley	Director	Tulsa Technology Center
X	Scott	Sykes	Director	U.S. Aviation Academy
X	Greg	Emerson	Director	American Airlines
X	Suzanne	Markle	Director	Pittsburgh Institute of Aeronautics
X	James	Smith	Director	Marshall University
X	Kelly	Filgo	Guest	Choose Aerospace

X = Present; O = Not Present

ATEC treasurer J. Britt called the meeting to order at 11:03 am CT time.

A motion was made by G. Hoyle and seconded by J. Smith to accept the March 17, 2024 meeting minutes. The motion passed without objection.

Finance

C. Maguire gave the finance report.

The bank account is back at a healthy balance since we received payment from Bombardier’s presenting sponsorship from the conference. We will have adequate cash flow through the end of the fiscal year.

Aged receivables are high with \$50,000 invoiced for the 2025 conference presenting sponsorship. T. Ruttman is doing last calls on membership renewals and will get past due membership invoices cleared out of accounts receivable by month's end.

Overall income is on track. Conference registrations were a little under budget but we expect exhibitor fees and sponsorship to make up for it. The membership numbers are over budget now but we expect the accrual report income to decrease when the non-renewal invoices are voided. We have around a dozen registrations so far for the Fly-In.

The council decided to do a second cohort of ATEC Academy starting at the end of the summer. So far, we have seven registered students and are at about 60% of budgeted income. The second cohort is not included in the budget so we will also have unbudgeted expenses but plan for a break-even for both events.

The "other income" is well over budget which includes referral fees from our exchange agreement with Ekanos where we get a percentage of their sales to ATEC members.

The dues and subscriptions are currently under budget but expect those to come in at budget before the end of the fiscal year—many of our annual subscription renewals come in over the summer.

The conference expenses came in right at budget overall. The audio visual was way over since we didn't plan for additional AV support which we ended up needing. We came under on the transportation and the facility which evened it out.

A motion was made by S. Sykes and seconded by G. Hoyle to accept the finance report.

Annual Conference

C. Maguire gave the Annual Conference report.

The 2025 conference planning is well underway. The conference will be held at a hotel in Norfolk and will be within walking distance to the evening events. NASA reached out to offer a tour of their research facility in Langley which has been squeezed into the tour day along with an option to visit the Military Aviation Museum. C. Maguire solicited the board for panel and breakout topics and suggestions.

J. English extended an invitation to the ATEC board to his home for dinner on Saturday, March 15th prior to the board meeting on the 16th.

A group is going to visit Portland next month for a potential 2026 conference site. Tulsa is also on the solid prospect list for 2027 after a site visit to Tulsa Tech confirmed that it would work well for the group. Anchorage, Mobile and Miami are also on the potential list.

Operations

The executive team approved a conflict-of-interest policy which was developed to comply with Clemson grant subrecipient requirements. A copy of the approved policy was included in the board materials.

The member survey is in final draft with Oliver Wyman and should go out next week, it will be due mid-July. Members will be asked to update information in their profile on the ATEC website, which will track data point such as enrollment, capacity, accreditation, and graduation dates. The Qualtrics survey managed by Oliver Wyman will go out with the remaining questions. The goal is to release the Pipeline Report at the ATEC Fly-in, along with a congressional staffer briefing and media release on the Hill.

With the new website, there are more features that streamline with Google Analytics so we can see how visitors are using the website and where our focus should be on our strategic planning moving forward. The standing 4-year strategic plan is included in the board materials and C. Maguire asks the board for suggestions on the next iteration, which we'll talk about during the September board meeting.

Board nominations are open through August 15. K. Johnson has elected not to renew her term on exec. J. Hall will serve a second term as President, J. Britt will move up to the VP spot, and exec has suggested electing M. Sasso for the treasurer spot. Those will be included in the board nominations in September. There will also be four director positions open to include two school positions and two industry positions. Nom Comm will be meeting beginning at the end of July to go through the submitted nominations and come to the board with recommendations in September.

M. Sasso gave a brief over the first cohort of ATEC Academy. They had one student drop out, but everyone else completed the academy. For the second cohort, there have been some lab elements added and time extended to fit those in. There is a third cohort on the agenda for the 2025 conference. T. Ruttman and C. Maguire will put together a formal data presentation at the September board meeting to include data from the first and second cohorts.

There were revisions to the current contractor agreement for S. Glassberg to facilitate the ATEC Academy which would extend the agreement for two years. The rate was changed from per pupil to a flat rate so that we can better plan the budget. There was a meeting following the first cohort and the recommendation was to continue to move forward with S. Glassberg, C. Maguire asks for feedback from the board on whether they agree to move forward with the agreement and get it finalized.

Legislative

C. Maguire shares the draft fly-in agenda. Invites for FAA representatives have gone out. Since we will be in DC near capitol hill, there will also be invites going out to Congressional representatives to speak during the meeting. AMFA will be hosting us at their facility near capitol hill.

The FAA reauthorization bill was passed and included several ATEC initiatives. We will update the legislative priorities now that several of those provisions were incorporated in the bill and align regulatory initiatives with implementation activities.

Regulatory

The NASA grant funded initiative to provide recommendations on revising the FAA mechanic airman certification standards is well underway. Clemson did an initial survey of stakeholders, the team will provide a report out at the September board meeting. ATEC is also putting together the list of interviewees for the next round of interviews. Board members were invited to volunteer or suggest individuals to participate in those interviews.

The regulatory committee is tracking several initiatives including researching what policy updates would be necessary to create a general O&P, potential part 147 self-examining authority research, and next steps on allowing high school students the opportunity to take the FAA general written exam.

Choose Aerospace

K. Filgo gave an update on Choose Aerospace.

The '23-'24 academic year had 31 programs and 540 students, up from 200 students the previous year. Applications are now being accepted for the '24-'25 school year and we anticipate having over 1000 students. Choose Aerospace is still in pursuit of a goal to enroll 10,000 students by '27-'28.

We had our first recipient of the ATEC general aviation maintenance credential—an FAA simulated test that will be given to students completing the Choose Aerospace curriculum to confirm knowledge of the general subject areas. Students will need to pass with a 75% or higher to earn the credential. There have been six total students that have taken the ATEC credential test. Only one of those six have passed with a 75% or higher, but all six students are entering into either A&P schools or with an aviation company.

Choose Aerospace schools are now receiving a complimentary ATEC membership. At the September meeting, we will look at the exchange agreement with Choose Aerospace and discuss how a suggested revision can leverage the Choose Aerospace school membership. Including the CA schools in the ATEC membership will be a benefit to A&P schools and industry partners who are looking to recruit high school graduates. The CA schools will benefit from member rates to events, the ATEC newsletter, and the AAR parts donation program. There will also be discussions on how to leverage the AMS to capture the students coming out of Choose Aerospace which would be a value add to ATEC Members.

Choose Aerospace won an FAA grant through Choose Aerospace which will cover 500 students' licensing fees. There was also a contract renewal with the Oklahoma Department of CareerTech which will cover 500 students in the state of Oklahoma. The

hope is that the licensing fees will be covered for any student across the country for the '24-'25 academic year.

Tulsa Tech hosted the CA teacher training last week. There were around 30 attendees and over the course of 2.5 days, learned about the LMS and curriculum dashboard as well as walked through all the hands-on projects. The final day of the training wrapped with an industry showcase where we had eight companies purchase tables to talk with the CA teachers in attendance. We had several part 147 instructors that came in to help with the training, there are still talks about co-branding the training as an ATEC Academy event.

S. Oxley mentions that Tulsa Tech is getting more and more tour requests from students that have been enrolled in the Choose Aerospace curriculum.

Choose Aerospace is still collaborating with AEA on the possibility of adding avionics content to the curriculum so that graduates are eligible for the Aircraft Electronics Technician industry recognized credential. An MOU is in the works.

Membership

Membership renewal rate is currently at 89% with 10 new and returning members. T. Ruttman will be giving a last call to the non-renewals with the expectation that we will hit our membership numbers by the end of the year.

Good of the Order

The next board meeting will be in-person in Washington DC during the Fly-in. We are not planning on having virtual meeting options but Crystal asked board members to notify us if there are any that won't be in-person and will need a dial-in option.

There being no new, or other business to discuss, S. Gallagan moved and M. Sasso seconded to adjourn the meeting. The meeting was adjourned at 12:15pm CT.

ATEC Nominating Committee Meeting Minutes August 5, 2024

1. The following individuals and committee members convened at 1:00 PM CT to discuss ATEC director nominations—
 - Crystal Maguire, ATEC
 - Tarra Ruttman, ATEC
 - Bernard Adams, Pittsburgh Institute of Aeronautics
 - David Jones, AVOTEK
 - Kelly Filgo, Choose Aerospace
 - Jared Britt, Aviation Education Academy & ATEC Board Liaison
2. Maguire briefed committee members on their objective: finalize a 2024-2025 director slate for director approval at the September board meeting.
3. Committee members reviewed positions available which includes two industry directorships and two AMTS directorships.
4. Just this week, and after the nomination period closed, we received a resignation from the director representing Academic members (i.e., educational institutions without an FAA certificate and ideally a high school running the Choose Aerospace curriculum). Given we did not call for Academic member nominations, the recommendation is that the ATEC president appoint a replacement for the remainder of the director's four-year term, which runs through next year. Choose Aerospace leadership will come back to the next nominating committee meeting with a recommendation and will also discuss separately with the ATEC executive team.
5. All members of the executive committee have first term expirations coming up in September with eligibility to serve a second term. Karen Johnson has declined to serve a second term as vice president, James Hall and Jared Britt have both verbalized their willingness to serve another term. The recommendation from the executive committee is that Jim continue on in a second term as president and that Jared Britt move into the vice president position. The executive team also recommends that Michael Sasso serve as treasurer and that Mark Holloway and Sean Gallagan be elected to serve another term as directors. The nominating committee accepted the recommendation and will make that proposal to the board in the director slate.
6. ATEC received the following nominations for the following member categories, ATEC staff supplemented the listing with associated involvement in council activities—
 - Industry
 - Archie Vega, Horizon. Choose Aerospace advocate, sponsoring 2026 annual conference in Portland, has attended ATEC events in the past and is signed up for the Fly-in.
 - Sean Toth, Republic. Applied for directorship several times, has attended the conference and spoke on a panel in 2022, registered for the Fly-in.
 - Eric Wagner, Endeavor Air. The company is a big supporter and sponsor, has attended several previous ATEC events.
 - AMTS
 - Cesar Mendoza, Embry Riddle. New comer. Program came back on as members when he took the director spot last year.

ATEC Nominating Committee Meeting Minutes August 5, 2024

- Justin Bernard, Moore Norman. New AMTS. Hosting ATEC Academy this month. New instructor but eager to help to stand up projects for Choose Aerospace.
 - David Blanton, Liberty University. Came on board in the last year. He attended the annual conference in Tucson.
7. It was decided that we would approach this year's vetting process as a group and target 2-3 nominating committee members to attend each interview. Crystal will do the initial outreach to each of the nominees letting them know they are officially in consideration, to ensure they have a clear understanding of the obligations, encouraging them to attend the September Fly-in and board meeting, and asking them to reach out to Tarra to set up a call in the agreed timeframe.
 8. The committee will reconvene on Sept. 9 to discuss interviews and finalize the committee's recommendations.
 9. There being no further business, the committee adjourned at 1:32 p.m. CT.

ATEC Nominating Committee Meeting Minutes September 9, 2024

1. The following individuals participated in the second nominating committee meeting at 1:30 PM CT to review ATEC board nominations—
 - Crystal Maguire, ATEC
 - Tarra Ruttman, ATEC
 - Bernard Adams, Pittsburgh Institute of Aeronautics
 - David Jones, AVOTEK
 - Kelly Filgo, Choose Aerospace
 - Jared Britt, Aviation Education Academy & ATEC Board Liaison
2. Committee members briefed attendees on discussion with all nominations received before the Sept. 1 deadline. All nominees were deemed qualified.
3. ATEC received the following four AMTS nominees for two available positions:
 - Cesar Mendoza, Embry Riddle. After multiple emails, Cesar never responded to the request for interview. The nominator did not respond to follow up requests.
 - Justin Bernard, Moore Norman. Previous military and industry experience. Built the 147 program that is now at Moore Norman. Interested in pushing for better data from the FAA and ACS. Has current, successful partners with industry and military. Been involved with ATEC in the recent past.
 - David Blanton, Liberty University. Been in aviation 15 years, started as instructor at Liberty in 2022 and now is the program director. Wants to push for changes in education and diversity to increase the pipeline. Has successful industry partners. Attended the 2024 ATEC Conference.
 - David Gray, AIM. Ruled as ineligible due to already having AIM representation on the board.
4. ATEC received five industry nominees for two available positions:
 - Archie Vega, Horizon. Previous military and over 30 years of aviation experience. Passionate about student education and finding their career paths. Choose Aerospace advocate. Several successful partnerships with high schools, industry, and pipelines. Has attended many ATEC events.
 - Sean Toth, Republic. Military experience, lots of operational experience. Wants to increase recruitment, starting at the high school level. Has a partnership with a school to fund their 65 crash courses. Has attended ATEC events in the past.
 - Eric Wagner, Endeavor Air. Withdrew his application due to lack of time to commit.
 - Michael O'Donnell, Boeing. Military experience, passionate about military transitions. No current partnerships at new position. Attended the 2024 ATEC Conference.
 - Scott Ferris, United. Military experience, been with United for 20 years. Leading United Calibrate, for pipeline development. Looking for resolutions for funding issues, military transitions, using the high school pipeline. Several successful partnerships with schools and military. Has attended and sponsored previous ATEC events.
5. The nomination committee unanimously agreed on recommending the following nominees to fill the open director positions:
 - AMTS: Justin Benard, Moore Norman
 - AMTS: David Blanton, Liberty University

ATEC Nominating Committee Meeting Minutes

- Industry: Scott Ferris, United
- Industry: Archie Vega, Horizon

The final proposed slate is enclosed to these meeting minutes for board approval.

There being no further business, the committee adjourned at 12 PM CT.

ATEC Board of Directors Slate 2024-2025

Position	Composition	Elected	Term Exp	Term	First	Last	Organization	Sector
Director	Industry (1 of 5)	2024	2028	1st	Archie	Vega	Horizon Airlines	Regional airline
Director	Industry (2 of 5)	2018	2027	2nd	Kim	Pritchard	Zipline Aviation Workforce Solutions	Emerging technologies
Director	Industry (3 of 5)	2020	2028	2nd	Sean	Gallagan	Solutions	Training consultant
Director	Industry (4 of 5)	2024	2028	1st	Scott	Ferris	United Airlines	Commercial airline
Director	Industry (5 of 5)	2023	2027	1st	Greg	Emerson	American Airlines	Commercial airline
Director	Academic (1 of 1)							Private, not-for-profit, 4-year
Director	AMTS (1 of 7)	2024	2028	1st	David	Blanton	Liberty University Aviation Institute of Maintenance	Private, proprietary
Director	AMTS (2 of 7)	2020	2028	2nd	Mark	Holloway	Moore Norman Technology Center	Public, 2-year
Director	AMTS (3 of 7)	2024	2028	1st	Justin	Bernard	US Aviation Academy	Private, proprietary
Director	AMTS (4 of 7)	2023	2027	1st	Scott	Sykes	Pittsburgh Institute of Aeronautics	Private, not-for-profit, 2-year
Director	AMTS (5 of 7)	2023	2027	1st	Suzanne	Markle	Tulsa Tech	Public, 2-year
Director	AMTS (6 of 7)	2023	2027	1st	Sheryl	Oxley	Marshall University	Public, 4-year
Director	AMTS (7 of 7)	2023	2027	1st	James	Smith	WSU Tech Aviation Education Academy	Public, 2-year Designated mechanic examiner
President	Officer (1 of 3)	2022	2026	2nd	James	Hall	Aims Community College	Public, 2-year
Vice President	Officer (2 of 3)	2024	2026	2nd	Jared	Britt		Designated mechanic examiner
Treasurer	Officer (3 of 3)	2024	2026	1st	Michael	Sasso		Public, 2-year
Immediate Past President	Past President (1 of 1)	2022	2026	2nd	Gary	Hoyle	Retired	Training consultant

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 terms.

Directors up for term approval



Aviation Technician Education Council

Balance Sheet As of September 16, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Bank of America - Checking	21,699.55
Bank of America - Savings	100,155.67
Total Bank Accounts	\$121,855.22
Accounts Receivable	
Accounts Receivable	78,960.44
Total Accounts Receivable	\$78,960.44
Other Current Assets	
Undeposited Funds	1,785.00
Total Other Current Assets	\$1,785.00
Total Current Assets	\$202,600.66
TOTAL ASSETS	\$202,600.66
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Net Assets	176,931.66
Net Income	25,669.00
Total Equity	\$202,600.66
TOTAL LIABILITIES AND EQUITY	\$202,600.66

Aviation Technician Education Council

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Income			
Conference Income			
Annual Conference Income			
Exhibitor Income	48,000	50,000	96.00 %
Registration Income	101,735	110,000	92.00 %
Sponsorship Income	107,000	110,000	97.00 %
Total Annual Conference Income	256,735	270,000	95.00 %
Legislative Fly-In Income			
Registration Income - Fly-In	20,000	15,000	133.00 %
Sponsorship Income - Fly-In	26,000	17,000	153.00 %
Total Legislative Fly-In Income	46,000	32,000	144.00 %
Total Conference Income	302,735	302,000	100.00 %
Membership Income			
Academic Membership Income	19,200	20,000	96.00 %
AMTS Membership Income	94,200	95,000	99.00 %
Industry Membership Income	37,800	40,000	95.00 %
Total Membership Income	151,200	155,000	98.00 %
Program Services Income			
Advertising Income	9,000	10,000	90.00 %
ATEC Academy Income	25,622	15,000	171.00 %
Exchange Agreement Income	9,454		
Grant Income	8,031		
Other Income	1,192	5,000	24.00 %
Total Program Services Income	53,298	30,000	178.00 %
Total Income	\$507,233	\$487,000	104.00 %
GROSS PROFIT	\$507,233	\$487,000	104.00 %
Expenses			
Administrative Expenses			
Business Expenses			
Awards	1,685	3,000	56.00 %
Copying and Printing	4,281	8,000	54.00 %
Dues and Subscriptions	22,656	20,000	113.00 %
Insurance	3,086	3,000	103.00 %
Office Expense and Supplies	1,194	1,000	119.00 %
Postage and Delivery	268	500	54.00 %
Telephone and Wifi	1,800	1,800	100.00 %
Total Business Expenses	34,969	37,300	94.00 %
Fees			
Bank Service Charge	159	200	80.00 %
Credit Card Fees	10,724	7,000	153.00 %
Total Fees	10,883	7,200	151.00 %
Professional Fees			

Aviation Technician Education Council

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Accounting	395	1,000	40.00 %
Communications	6,113	15,000	41.00 %
Graphics & Design	21,803	15,000	145.00 %
Legal	1,625	3,000	54.00 %
Legislative	4,000	10,000	40.00 %
Management	195,000	195,000	100.00 %
Total Professional Fees	228,935	239,000	96.00 %
Travel Expense			
Lodging	5,008	3,500	143.00 %
Meals and Entertainment	2,051	2,500	82.00 %
Transportation	8,157	9,500	86.00 %
Total Travel Expense	15,215	15,500	98.00 %
Total Administrative Expenses	290,002	299,000	97.00 %
Conferences Expense			
Annual Conference Expenses			
Audio Visual	20,634	3,000	688.00 %
Copying and Printing	9,550	10,000	96.00 %
Facility Cost	33,548	30,000	112.00 %
Food and Beverage	87,983	80,000	110.00 %
Transportation	13,305	20,000	67.00 %
Travel	2,481	4,000	62.00 %
Total Annual Conference Expenses	167,501	147,000	114.00 %
Annual Legislative Fly-In			
Copying and Printing		3,000	
Food and Beverage	3,274	10,000	33.00 %
Travel		3,000	
Total Annual Legislative Fly-In	3,274	16,000	20.00 %
ATEC Academy Expenses			
Copying/Printing - ATEC Academy	323	500	65.00 %
Food/Beverage - ATEC Academy	1,712	1,500	114.00 %
Training Consultants - ATEC Academy	15,500	10,000	155.00 %
Travel - ATEC Academy	3,252	3,000	108.00 %
Total ATEC Academy Expenses	20,787	15,000	139.00 %
Total Conferences Expense	191,562	178,000	108.00 %
Total Expenses	\$481,564	\$477,000	101.00 %
NET OPERATING INCOME	\$25,669	\$10,000	257.00 %
NET INCOME	\$25,669	\$10,000	257.00 %

	2019	2021	2022	2023	2024 Budget	2024 YTD	2025 Budget	Notes
Revenue								
Event Income								
Annual Conference Income								
Employer Link Income	\$ 16,250	\$ 750	\$ 14,000	\$ 10,250	\$ -	\$ -	\$ -	
Exhibitor Income	\$ 19,801	\$ 6,640	\$ 11,291	\$ 43,650	\$ 50,000	\$ 48,000	\$ 55,000	
								2016-2017 \$450; 10% increase 2018-2022 to \$495; 20% increase 2023-2024 to \$595; propose 15% increase in 2025 to \$685 @ 185 attendees
Registration Income	\$ 57,753	\$ 9,497	\$ 58,296	\$ 98,370	\$ 110,000	\$ 101,735	\$ 120,000	
Sponsorship Income	\$ 38,500	\$ 41,250	\$ 66,755	\$ 107,658	\$ 110,000	\$ 107,000	\$ 110,000	
Total Annual Conference Income	\$ 132,304	\$ 58,137	\$ 150,342	\$ 259,928	\$ 270,000	\$ 256,735	\$ 285,000	
Legislative Fly-In Income								
Registration Income - Fly-In	\$ 4,148	\$ -	\$ 14,463	\$ 12,949	\$ 15,000	\$ 20,000	\$ 20,000	
Sponsorship Income - Fly-In	\$ 8,000	\$ -	\$ 14,000	\$ 15,000	\$ 17,000	\$ 26,000	\$ 25,000	
Total Legislative Fly-In Income	\$ 12,148	\$ -	\$ 28,463	\$ 27,949	\$ 32,000	\$ 46,000	\$ 45,000	
ATEC Academy								
Registration Income	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 25,622	\$ 25,000	Two cohorts, \$1595 registration (20% member discount, 40% school member discount)
Total ATEC Academy Income	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 25,622	\$ 25,000	
Total Event Income	\$ 144,452	\$ 58,137	\$ 178,805	\$ 287,877	\$ 317,000	\$ 328,357	\$ 355,000	
Membership Income								
Academic Membership Income								
AMTS Membership Income	\$ 74,297	\$ 78,850	\$ 89,397	\$ 90,597	\$ 95,000	\$ 94,200	\$ 95,000	
Industry Membership Income	\$ 35,650	\$ 49,800	\$ 50,400	\$ 37,800	\$ 40,000	\$ 37,800	\$ 40,000	
Total Membership Income	\$ 109,947	\$ 128,650	\$ 139,797	\$ 148,797	\$ 155,000	\$ 151,200	\$ 155,000	
Program Services Income								
Advertising Income	\$ 10,075	\$ 1,875	\$ 8,475	\$ 9,350	\$ 10,000	\$ 9,000	\$ 10,000	
Grant Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,031	\$ 25,000	NASA grant subrecipient (\$50K over two years)
Exchange Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,454	\$ 10,000	Ekanos exchange
Other Income	\$ 258	\$ 644	\$ 5,007	\$ 3,029	\$ 5,000	\$ 1,191	\$ 1,000	templates
Total Program Services Income	\$ 10,333	\$ 2,519	\$ 13,482	\$ 12,379	\$ 15,000	\$ 27,676	\$ 46,000	
Total Revenue	\$ 264,732	\$ 189,306	\$ 332,084	\$ 449,053	\$ 487,000	\$ 507,233	\$ 556,000	
Gross Profit	\$ 264,732	\$ 189,306	\$ 332,084	\$ 449,053	\$ 487,000	\$ 507,233	\$ 556,000	
Expenditures								
Administrative Expenses								
Business Expenses								
Awards	\$ 2,171	\$ 1,500	\$ 2,996	\$ 2,506	\$ 3,000	\$ 1,685	\$ 2,000	Instructor, student of the year
Copying/Printing	\$ 2,034	\$ 1,361	\$ 7,423	\$ 6,887	\$ 8,000	\$ 4,281	\$ 8,000	
Dues & Subscriptions	\$ 9,659	\$ 9,009	\$ 19,674	\$ 22,414	\$ 20,000	\$ 22,656	\$ 20,000	See dues and subs tab
Insurance	\$ 1,977	\$ 2,989	\$ 3,041	\$ 3,078	\$ 3,000	\$ 3,086	\$ 3,000	
Office Expense & Supplies	\$ 2,158	\$ 625	\$ 2,421	\$ 802	\$ 1,000	\$ 1,194	\$ 1,000	
Postage & Delivery	\$ 15	\$ 3	\$ 139	\$ 591	\$ 500	\$ 268	\$ 500	
Telephone & Wifi	\$ 1,060	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	
Total Business Expenses	\$ 19,074	\$ 17,287	\$ 37,494	\$ 38,078	\$ 37,300	\$ 34,970	\$ 36,300	
Fees								
Bank Service Charge	\$ 120	\$ 126	\$ 130	\$ 142	\$ 200	\$ 159	\$ 200	
Credit Card Fees/Discount	\$ 5,183	\$ 2,336	\$ 4,492	\$ 7,206	\$ 7,000	\$ 10,724	\$ 10,000	
Total Fees	\$ 5,303	\$ 2,462	\$ 4,622	\$ 7,348	\$ 7,200	\$ 10,883	\$ 10,200	
Professional Fees								
Accounting	\$ 1,630	\$ 2,335	\$ 1,670	\$ 3,375	\$ 1,000	\$ 395	\$ 1,000	
								Comms and conference support (\$7500), NASA grant SME
Contractors	\$ -	\$ -	\$ 375	\$ 7,335	\$ 15,000	\$ 6,113	\$ 25,000	(\$7500), strategic plan consultant (\$10K)
Graphic Designer	\$ 6,128	\$ 3,038	\$ 11,156	\$ 15,845	\$ 15,000	\$ 21,803	\$ 20,000	See details tab
Legal	\$ 500	\$ 250	\$ 250	\$ 250	\$ 3,000	\$ 1,625	\$ 3,000	Transactional and VA registered agent
Legislative	\$ 3,180	\$ -	\$ 13,705	\$ 9,150	\$ 10,000	\$ 4,000	\$ 10,000	Congressional meetings
Management	\$ 115,000	\$ 108,000	\$ 122,000	\$ 168,000	\$ 195,000	\$ 195,000	\$ 220,000	\$50K base + 40% (2024 est income - \$85,000)
Total Professional Fees	\$ 126,438	\$ 113,623	\$ 149,156	\$ 203,955	\$ 239,000	\$ 228,936	\$ 279,000	
Travel Expense								
Lodging - Travel	\$ 3,375	\$ -	\$ 3,153	\$ 3,559	\$ 3,500	\$ 5,008	\$ 5,000	
Meals & Entertainment - Travel	\$ 1,369	\$ 57	\$ 1,877	\$ 4,396	\$ 2,500	\$ 2,051	\$ 2,500	Outreach meetings, ad hoc meals and meetings
Transportation - Travel	\$ 6,995	\$ 201	\$ 6,279	\$ 8,460	\$ 9,500	\$ 8,157	\$ 9,000	See details tab
Total Travel Expense	\$ 11,739	\$ 258	\$ 11,309	\$ 16,415	\$ 15,500	\$ 15,216	\$ 16,500	
Total Administrative Expenses	\$ 162,554	\$ 133,630	\$ 202,581	\$ 265,796	\$ 299,000	\$ 290,005	\$ 342,000	
Conferences Expense								
Annual Conference Expenses								
AV Expense - Annual Conferenc	\$ 4,684	\$ -	\$ 5,524	\$ -	\$ 3,000	\$ 20,634	\$ 12,000	
Copying/Printing - Annual Confe	\$ 6,728	\$ 704	\$ 7,285	\$ 8,236	\$ 10,000	\$ 9,550	\$ 10,000	
Facility - Annual Conferen	\$ 6,019	\$ -	\$ 1,700	\$ 49,858	\$ 30,000	\$ 33,548	\$ 15,000	Furniture rental
Food/Beverage - Annual Conferen	\$ 39,260	\$ -	\$ 45,299	\$ 78,054	\$ 80,000	\$ 87,983	\$ 110,000	
Transportation - Annual Conf	\$ 6,839	\$ -	\$ 4,922	\$ 16,444	\$ 20,000	\$ 13,305	\$ 10,000	
Travel Expense - Annual Confere	\$ 611	\$ -	\$ 4,416	\$ 3,629	\$ 4,000	\$ 2,481	\$ 4,000	
Total Annual Conference Expenses	\$ 64,141	\$ 704	\$ 69,146	\$ 156,221	\$ 147,000	\$ 167,501	\$ 161,000	
Annual Legislative Fly-In								
Copying/Printing - Fly-In	\$ 1,797	\$ -	\$ 1,656	\$ 3,790	\$ 3,000	\$ -	\$ 5,000	
Food/Beverage - Fly-In	\$ 8,933	\$ -	\$ 10,400	\$ 10,411	\$ 10,000	\$ 3,274	\$ 12,000	
Transportation - Fly-In	\$ 2,804	\$ -	\$ 2,641	\$ 1,974	\$ 3,000	\$ -	\$ 3,000	
Total Annual Legislative Fly-In	\$ 13,534	\$ -	\$ 14,697	\$ 16,175	\$ 16,000	\$ 3,274	\$ 20,000	
ATEC Academy								
Copying/Printing	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 323	\$ 1,000	Two cohorts, 20 trainees each
Food/Beverage	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,712	\$ 3,000	
Travel	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,252	\$ 3,000	
Training Consultants	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 15,500	\$ 16,000	\$6500 lead facilitator, \$3000 co-lead, \$1500 for facilitators x2
Total ATEC Academy	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 20,787	\$ 23,000	
Total Conferences Expense	\$ 77,675	\$ 704	\$ 83,843	\$ 172,396	\$ 163,000	\$ 191,562	\$ 204,000	
Total Expenditures	\$ 240,229	\$ 134,334	\$ 286,424	\$ 438,192	\$ 462,000	\$ 481,567	\$ 546,000	
Net Revenue	\$ 24,503	\$ 54,972	\$ 45,660	\$ 10,861	\$ 25,000	\$ 25,666	\$ 10,000	

Details

Item	Purpose	Amount
Graphics		
Conference	Conference program, signage, marketing materials	\$ 6,000.00
Pipeline Report		\$ 3,000.00
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	\$ 3,000.00
ATEC Academy	Folders, signage, etc.	\$ 1,000.00
		\$ 20,000.00
Dues and Subs		
STEM Coalition	Education policy coalition	\$ 2,500.00
USPS	PO box	\$ 176.00
Network solutions	Web hosting	\$ 236.00
Quickbooks	Finance management	\$ 985.00
Constant Contact	Marketing/email system	\$ 1,061.00
Adobe Cloud	Develop materials and marketing materials, 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	\$ 576.00
Jotform		\$ 234.00
Office 365	Cloud file storage	\$ 300.00
BatchGeo Pro	Online school directory	\$ 1,188.00
Survey Monkey	Survey system	\$ 750.00
Zoom	Backup virtual meeting (FAA)	\$ 150.00
Weebly	Performance website	\$ 900.00
LastPass	Password management	\$ 48.00
ASAE membership	Trade association resources	\$ 325.00
Novi	Association Management Software	\$ 9,000.00
		\$ 21,950.00
Travel		
Outreach meetings	Two meetings	\$ 3,000.00
FAA ACS	Four meetings	\$ 5,000.00
Conference site visits	x2 people	\$ 3,000.00
Industry event		\$ 1,500.00
Industry event		\$ 1,500.00
Industry event		\$ 1,500.00
		\$ 15,500.00

ATEC-CA-AEA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into as of [date] (“Effective Date”) by and between:

Choose Aerospace, a non-profit charitable organization (“Choose Aerospace”);

Aircraft Electronics Association, a non-profit trade association (“AEA”); and

Aviation Technician Education Council, a non-profit trade association (“ATEC”).

Choose Aerospace, AEA, and ATEC are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Choose Aerospace is a 501(c)(3) organization that promotes and supports aviation maintenance technician education and careers by developing and disseminating aviation maintenance curriculum and engaging with industry and regulatory stakeholders to address the workforce needs of the aerospace community;

WHEREAS, ATEC is a 501(c)(6) trade association that represents the interests of and promotes aviation maintenance technician education, primarily those certificated by 14 CFR part 147

WHEREAS, AEA is a 501(c)(6) trade association that educates, communicates, and advocates for aviation businesses around the world that manufacture, support, and install innovative technologies for flight;

WHEREAS, the Parties wish to collaborate on workforce development initiatives to further their shared objectives of increasing the number of individuals trained in aviation maintenance and specifically aircraft electronics;

WHEREAS, the Parties intend to cooperate on curriculum development and integration, teacher resources, train the trainer courses, student credentialing, and jointly recommending improvements to the Choose Aerospace aviation maintenance curriculum;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. PURPOSE

The purpose of this MOU is to set forth the terms and understanding between the Parties to collaborate on workforce development initiatives as set forth above.

2. TERM AND RENEWAL

The term of this Memorandum of Understanding (the “MOU”) shall commence on the Effective Date and shall remain in effect for a period of two (2) years from the Effective Date (the “Initial Term”).

Upon expiration of the Initial Term, this MOU shall automatically renew for successive one (1) year periods (each, a “Renewal Term”). The Parties shall conduct an annual review of this MOU prior to

ATEC-CA-AEA

MEMORANDUM OF UNDERSTANDING

the expiration of each current term. Based on such review, the Parties may mutually agree to revise, amend or modify the terms and conditions of this MOU by written agreement signed by both Parties.

3. RESPONSIBILITIES

3.1 The Parties agree to collaborate in good faith on the following activities:

(a) Integrating the Aviation Electronics Technician (AET) certification into the Choose Aerospace basic electricity coursework, therefore enabling Choose Aerospace graduates to obtain the industry credential and providing a pathway to repairman certification and direct entry into avionics shops as non-certificated technicians.

(b) Collaborating on improving and enhancing basic electricity coursework so that Choose Aerospace may benefit from the AEA expertise and feedback on improvements to the basic electricity course and instructor guides.

(c) Leverage ATEC's part 147 network to develop more avionics programs, either as separate certificate programs or as part of the A&P curriculum. The AEA will support training of ATEC member schools on opportunities for direct-to-work programs, either alongside or independent of degree program.

(c) Collaborate on standards development, including jointly-proposed revisions to the AET standard and the Federal Aviation Administration (FAA) mechanic airman certification standards to facilitate creation of stackable credentials for secondary and post-secondary educational institutions.

(d) Explore opportunities for part 147 programs to assist with credential test proctoring to expand access to credentials.

3.2 In furtherance of these activities, the Parties agree to:

(a) Provide the Parties speaking and exhibitor opportunities as their respective industry conferences.

(b) Provide reciprocal memberships as available.

(c) Cross-promote the Parties' aviation education curriculum and materials through websites, newsletters, social media, and joint presentations to schools/districts and industry events; and

(d) Explore and collaborate on grant funding proposals related to aviation education and curriculum development when opportunities arise.

4. INTELLECTUAL PROPERTY

Any intellectual property jointly created by the Parties pursuant to this MOU shall be jointly owned by the Parties. The Parties shall mutually agree on the usage and licensing of such intellectual property.

ATEC-CA-AEA

MEMORANDUM OF UNDERSTANDING

5. CONFIDENTIALITY

Each Party agrees not to disclose any confidential information shared by the other Party without written consent.

6. TERMINATION

Either Party may terminate their participation in this MOU by providing thirty (30) days prior written notice to the other Parties.

7. GOVERNING LAW

This MOU shall be governed by the laws of the Commonwealth of Virginia.

8. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all previous agreements, whether written or oral, between the parties regarding the same.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

Choose Aerospace

Aircraft Electronics Association

By: _____

By: _____

Name:

Name:

Title:

Title:

Aviation Technician Education Council

By: _____

Name:

Title:

ADMINISTRATIVE SERVICES A&R EXCHANGE AGREEMENT

This Amended and Restated Exchange Agreement (“A&R Agreement”) effective as of ~~September 23, 2023~~October 1, 2024 (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 Exchange Agreement effective ~~Jan-September 423, 2023~~ (the “Agreement”), ~~as amended, for ATEC to provide CA ongoing management of its day-to-day operations;~~

WHEREAS, ~~the that Administrative Services~~ Agreement expired on its terms on September ~~2230, 20234;~~

~~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~~ agreed that this A&R Agreement replaces in its entirety the Administrative Services previous 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 t~~he~~ credential fee shall be \$100 per student. ATEC will facilitate for the ~~credentialing and facilitate collect~~ payment directly from credential applicants. For each test conducted, ATEC will pay \$25 to the testing service, and \$50 to Choose Aerospace.

(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.

(f) 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.

(g) 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.

(h) 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 A&R Agreement as needed to ensure the obligations and responsibilities of both parties regarding student data are agreed.

(i) MEMBERSHIP

ATEC will offer complimentary membership to educational institutions with at least one student enrolled in the Choose Aerospace aviation maintenance curriculum. Choose Aerospace schools will receive full member benefits including discounts at ATEC events, access to the ATEC members-only directory, and eligibility to receive donated equipment.

CA agrees to 1) provide program and contact information for each CA school for inclusion in the ATEC database so that ATEC may produce and make available a CA school directory for ATEC members, 2) to market the ATEC Annual Conference, ATEC Fly-In, and ATEC Academy to CA programs, and 3) to drive ATEC membership by ensuring access to the CA directory is only available to ATEC members.

(2) TERM AND TERMINATION

(a) Term

This A&R Agreement shall commence on the Effective Date and shall continue until September 30, 2025⁴. 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 A&R 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 property 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 A&R Agreement. Except as otherwise stated in this A&R 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 [A&R](#) 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 [A&R](#) 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 [A&R](#) 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 [A&R](#) Agreement.

(7) NOTICES

Any notices given under this [A&R](#) Agreement shall be in writing and delivered by email return receipt requested to CA at careers@chooseaerospace.org and to ATEC at 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 [A&R](#) Agreement are binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

(9) GOVERNING LAW

This [A&R](#) 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 [A&R](#) 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 [A&R](#) 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 ~~theis~~ [A&R](#) 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 [A&R](#) 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 A&R 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 A&R Agreement on behalf of the parties on the dates indicated below, but with effect as of the Effective Date.

For Aviation Technician Education Council:

For Choose Aerospace, Inc.:

By: Jim Hall, President

By: Ryan Goertzen, President

Signature: _____

Signature: _____

Date: _____

Date: _____