# AOPA Foundation, Inc. High School Aviation STEM Curriculum license/agreement form

For high schools planning to use the AOPA Foundation, Inc. High School Aviation STEM Curriculum (the "Curriculum") for the <u>2025-2026</u> school year.

The AOPA Foundation, Inc. requires that participating high schools agree to and sign the following license/agreement form. By signing, you agree to provide data to The AOPA Foundation, Inc. that helps demonstrate impact and growth from the Curriculum implementation. No personally identifying student information will be collected.

By signing this license/agreement form, <u>San Elizario High School</u> ("School") and AOPA Foundation, Inc. ("AFI") agree as follows:

# **OWNERSHIP/LICENSE**

AFI agrees to provide School a copy of the Curriculum and authorizes School to use the Curriculum for the <u>2025-2026</u> school year subject to these terms and conditions.

All rights to the Curriculum are owned by AFI and are retained by AFI. No rights are transferred to School except the following License.

AFI licenses School's use of the Curriculum as necessary or appropriate to prepare for providing its students the course of instruction outlined in the Curriculum.

The School may make copies of the Curriculum or portions thereof as necessary to implement the Curriculum.

The School shall not without AFI's express prior written consent:

- 1) sell, publish, distribute, use for the benefit of, or in any way furnish the Curriculum to a third party;
- 2) create any derivative works of or from the Curriculum;
- 3) remove any identification, copyright or proprietary or other notices from the Curriculum or any copies thereof;
- 4) use the Curriculum in any manner not permitted by the License provided herein.

# **REQUIRED DATA**

School will provide AFI with the following data through pre- and post-academic term surveys for each teacher using the AFI Curriculum in each academic term by the dates below. <u>Each teacher using the AFI curriculum is required to complete these data collections</u>. **No personally identifying student information will be collected**. AFI may request additional data.

At the start of each academic term, teachers will receive a link to complete the required pre-term data collection. Pre-term data collections are due 20 school days after the start of the academic term.

One month prior to the end of each academic term, teachers will receive a link to complete the required post-term data collection. Post-term data collections are due within 5 school days after the term end date.

The start and end dates of each academic term are based on the dates provided by the school on the high school application.

# **Data Collection Components**

School demographics including Free and Reduced Meal Rate (FARMS) and graduation rate

Dual enrollment or articulation agreement program information (if any)

Total number of course sections taught

Total number of students enrolled in course

Total number of students enrolled in course by gender and ethnicity

Total number of students enrolled in course by student grade level

Average pre- and post-term course assessment score (if available)

Intended courses and sessions to be taught in the next term or school year

Number of students this school year that:

- started flight training.
- earned FAA Student Pilot Certificate.
- obtained FAA Medical Certificate.
- completed first solo flight.
- passed FAA Private Pilot Knowledge Test.
- earned FAA Private Pilot Certificate.
- earned FAA Recreational UAS Safety Test (TRUST) Certification.
- passed FAA Remote Pilot Knowledge Test.
- earned FAA Remote Pilot Certificate.
- passed FAA Instrument Knowledge Test.
- earned FAA Instrument Rating.

Total number of students this school year who graduated high school

Total number of graduates this school year, if any, whose intentions include:

- going to a two- or four-year college.
- going to a trade, technical, or vocational program.
- going directly into the workforce.

- going directly into the military.
- other or unknown.

Total number of graduates this school year, if any, who are considering careers as:

- manned aircraft pilots
- drone pilots
- engineers intending to work in aviation- or aerospace-related fields
- aviation maintenance technicians
- other aviation- or aerospace-related career
- other or unknown

# PROFESSIONAL DEVELOPMENT Administrator

Any teacher using the Curriculum is required to participate in the AFI-provided professional development workshop, either in person or virtually, as made available by AFI. Additional webinars or virtual meetings may be provided throughout the school year.

#### NO CHANGES AND NON-DISCLOSURE

School, including participating teachers and administrators shall not in any circumstance edit, alter, share, disseminate or otherwise distribute the Curriculum (in whole or in part, or in digital or print formats) to other non-participating schools (at any level), organizations, and/or teachers.

#### **MISCELLANEOUS**

Neither this license/agreement nor any right/interest in it may be assigned, transferred or otherwise delegated by School without the prior written consent of AFI. AFI may assign, transfer or otherwise delegate this license/agreement and any and/or all of its rights/interest therein at any time.

The School shall notify AFI immediately in the event of any proposed change in a teacher using the Curriculum. AFI reserves the right to approve the School's use of the Curriculum with a different teacher. Such approval shall not be unreasonably withheld.

Either party's waiver, modification, or failure to insist by either party of any conditions or terms of this license/agreement shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of that party's right to future performance of any such term or terms.

#### **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Venue for any suit or proceeding arising from or relating to this Agreement shall be in a court of competent jurisdiction in the county in which the School District is located. The School does not waive its sovereign or governmental immunity by entering into this Agreement and fully retains all such immunities and defenses.

#### **Student Data and Confidentiality**

The parties agree that no personally identifiable student information (as defined by FERPA, 20 U.S.C. § 1232g, and its implementing regulations) will be collected, accessed, or disclosed in connection with this Agreement. Any data collected shall be in aggregate or anonymized form and shall not be capable of being traced back to any individual student. The Vendor shall comply with all applicable federal and state laws governing student data privacy, including but not limited to FERPA and Texas Education Code § 26.004. The School District shall not be required to disclose any information protected by law.

## No Waiver of Immunity

Nothing in this Agreement shall be construed as a waiver of the School's sovereign or governmental immunity.

#### Modifications

No amendment to this Agreement shall be effective unless in writing and signed by both parties.

# **Compliance with Law**

Each party agrees to comply with all applicable federal, state, and local laws, including laws governing the privacy of student records.

#### **Assignment**

Prior to any assignment or transfer of any interest affecting the School's rights under this Agreement, AFI agrees to provide at least thirty (30) days written notice to the School.

#### **Termination**

Either party may terminate this agreement with at least thirty (30) days' written notice to the other party.

## **Signatory Authority**

Each person signing this agreement represents and warrants that they have the full authority to bind the respective party on whose behalf they are signing and that no further approvals or consents are necessary to give full force and effect to this agreement.

[Signatures on following page]

# AGREED AND ACKNOWLEDGED on this 1st day of August, 2025

#### SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Dr. Jeannie Meza-Chavez Superintendent of Schools Date:

Date:

The AOPA Foundation, Inc.

DocuSigned by:

Erica Saccoia

VP Finance & Accounting Date: 8/1/2025 | 12:58 PM PDT