



## Memorandum of Understanding

between

ANTIOCH UNIVERSITY and SIX SECONDS

AFFILIATION BETWEEN Six Seconds and Antioch University.

This Affiliation Agreement is hereby entered into by and between Six Seconds (SS), a California based international 501(c)(3) non-profit organization dedicated to increasing emotional intelligence and Antioch University, dba Antioch University (AU or Antioch). WHEREAS on **12/15/21** the leadership of SS elected to partner with AU to offer a high-quality, unique and interdisciplinary graduate degree program in social emotional learning and emotional intelligence; WHEREAS Six Seconds provides professional development, tools, and methods that helps teachers and others bring the principles of social emotional learning and emotional intelligence into their classrooms, to their professional workplace, or their personal lives; WHEREAS AU is a graduate institution of higher education accredited by the Higher Learning Commission ("HLC"); and WHEREAS AU and SS agree that this partnership is of mutual interest and benefit and is consistent with the strategic focus and goals of each institution.

### I. Program Overview

1. Purpose of Collaboration. The affiliation between Antioch University and SS shall result in collaboration to provide an Ed.D. with a specialization in social emotional learning (hereafter, "Specialization").
2. Delivery Method. The Specialization shall be delivered through a blend of asynchronous online learning through Antioch's learning management system (LMS), a virtual residency on Zoom the first day of each semester, occasional optional Zoom sessions throughout the semester, and an annual four-day residency at one of Antioch's campuses each July, pending public health restrictions (three residencies required).
3. Admissions Schedule. Students may begin the Specialization at one of three entry points per year: Spring (January), Summer (May) or Fall (August). The Ed.D. is on a trimester calendar with students required to attend Spring, Summer, and Fall semesters unless they are on a Leave of Absence approved by Antioch.
4. Credits. The full Ed.D. is a 60-credit program, of which 15 credits are coursework in social emotional learning & emotional intelligence for the Specialization.
5. Curriculum. The Specialization will consist of five, three-credit courses that will undergo Antioch's curriculum approval process for Doctor of Education courses. The draft courses are:

#### **Emotional intelligence for Educational Leadership**

With leadership defined broadly as something all educators practice, this leadership foundations course supports students to step forward on the inside path to change. Starting with self-awareness, and blending assessment data, experiential learning, theory, and practice, students will experience an SEL methodology and develop needed emotionally intelligent knowledge, attitudes, and skills for leadership.



### **EQ Educator Certification**

Diving into classroom applications of social emotional learning, in this course, we will focus on identifying, experiencing, and implementing the practices that support a great place to learn -- for all students. In addition to graduate credit in this specialization this course also provides the "EQ Educator Certification" from Six Seconds.

### **EQ Tools Certifications**

An evidence-based approach to SEL requires effective assessments. This course equips participants with normed, validated tools to measure the impact of SEL for students, adults, and schoolwide. In addition to graduate credit in this specialization, students will also receive EQ Assessor, SEI-YV, and Education Vital Signs certifications from Six Seconds.

### **Equity Coaching for Culturally Responsive SEL**

To effectively develop SEL solutions that contribute to a positive future for all, SEL educators need to grow their cultural competence and skillsets for having equity conversations and developing equity-based practices. This course draws on professional coaching practices blended with EQ, cultural competency, and compassionate engagement.

### **Evidence-Based SEL for Change**

In this course, students will self-select a focus, which may become the basis for their specific dissertation project. Utilizing resources drawn from the other courses in the specialization and adding their own research interest and passion, students will study a particular aspect of SEL in more detail and design a practice-based intervention.

## **II. Student Status**

1. **AU Students.** All students who are accepted into the Specialization shall be considered students of Antioch for all purposes, including enrollment and financial aid, and shall be subject to Antioch's academic and student policies and all other terms and conditions outlined in the applicable academic catalog or website. This includes, but is not limited to, completion of all graduation requirements for degree conferral.
2. **Student Resources.** As Antioch students, participants will have complete access to Antioch's onsite and online library resources, as well as other services that Antioch typically provides to online graduate students, including but not limited to admissions, registration, financial aid, degree conferral, transcripts, extracurricular activities, career services, IT access and support, and academic advising.
3. **Student Choice.** Students enrolled in the Specialization may take courses in other Antioch programs; however, credits earned for those courses will not apply to the EdD or to the Specialization without EdD program approval.

## **III. Roles and Responsibilities**

1. **AU Entity:** Within Antioch, the Specialization will be housed in the Ed.D. Program Office, which is part of the Graduate School of Education.

2. Curriculum Review: AU's Ed.D. administration will continually review the curriculum for the Specialization utilizing its established curriculum review processes. All courses shall be reviewed and revised each semester and the full Specialization shall be reviewed annually, with the EdD seeking input from SS.
3. Curriculum Approval: AU will have final approval on all curriculum matters and will take responsibility for ensuring that the program and curriculum meet requirements for AU's accreditation.
4. Designated Representatives: Each party shall identify a designated representative as the primary contact person;  
AU: Antioch's Ed.D. Director  
SS: Six Seconds' Director of Education and Partnerships
5. Specialization Faculty: Current Six Seconds faculty may be hired as faculty. All faculty, including those who are also employed as SS faculty or recommended by SS, shall be governed by Antioch policies and procedures. Antioch will have sole responsibility and authority for hiring, discipline, and employment decisions regarding faculty.
6. Marketing and Enrollment: AU and SS will recruit applicants in a coordinated effort so that the Specialization may reach its full enrollment potential. AU and SS will include the Specialization in marketing and promotional outreach to attract potential students.
  - a. AU will create a "landing page" for the Specialization to which both parties will direct traffic through marketing efforts
  - b. Each party will conduct a combination of social media, values aligned partner alliances, paid advertisements, emails to database, presenting or exhibiting at conferences, positioning the Specialization on website and collateral
  - c. Each party will execute marketing efforts in ways that are commercially viable for each party and at each party's discretion
7. SS Staff Responsibilities: SS will identify, hire, and compensate a Program Coordinator and other staff as needed to support the Specialization, including:
  - a. Recommendations to AU for curriculum revisions to be considered by AU through its curriculum review process.
  - b. Supporting the AU Ed.D. Director in identifying suitable dissertation chairs and/or committee members (selection of which will be at AU's discretion and following AU's normal process for selection and compensation)
  - c. Coordinate with the AU Ed.D. Director on matters relating to regulations and requirements from AU's regulating bodies
  - d. Participate in orientation for new students and faculty
  - e. Respond to inquiries about the Specialization when these can't be answered by AU
  - f. Coordinate SS's participation in marketing and recruiting new students through the marketing activities identified herein.
8. Academic Advising: AU will provide an academic advisor to each student in the Specialization following AU's normal processes. The advisor(s) may consult with the Program Coordinator or other SS staff for additional guidance for Specialization students on career or other field-related matters.
9. Training and Education: SS agrees to require employees, particularly those who will interface directly with students, to complete training on AU policies and federal and state laws upon request.

10. Student Privacy: SS acknowledges that this Agreement allows SS access to Confidential Student Information, and that access to and disclosure of Confidential Student Information is restricted by Antioch policy and federal law, namely the Family Educational Rights and Privacy Act ("FERPA"). "Confidential Student Information" is defined as information that is personally identifiable to a student, who is or was enrolled at Antioch, by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to SS by Antioch as well as any information provided by Antioch's students and third parties to SS.
11. Confidentiality: Each party acknowledges that this collaboration may result in the sharing of its non-public proprietary information with the other. The Parties agree to treat such non-public proprietary information as confidential. Both parties agree to hold Confidential Information, including Confidential Student Information, materials marked Confidential or that can reasonably be assumed to be confidential, in strict confidence. Neither party shall use or disclose Confidential Information received except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the disclosing party. Both parties agree:
  - a. Not to use Confidential Information for any purpose other than the purpose for which the disclosure was made.
  - b. To distribute Confidential Information only to employees who have a legitimate business need in performing this Agreement, and to ensure all employees and contractors involved in these matters have appropriate confidentiality clauses in their contracts.
  - c. To develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information
  - d. If Confidential Information is disclosed inappropriately, within one day of discovery, the disclosing party will provide a written report to the other party that will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the party has taken or shall take to prevent future similar unauthorized use or disclosure.
12. Data Privacy and GDPR:
  - a. Each party agrees to ensure its treatment of personal information, as defined by the EU General Data Protection Regulation 2016/679 or subsequent amendments (GDPR), are compliant with GDPR. For the purposes of GDPR, information provided by AU to SS, AU is designated as the Data Controller. For information provided by SS to AU, SS is the Data Controller.
  - b. AU agrees that when AU personnel, contractors or students are using SS systems, they will be bound to comply with SS Terms of Use ([6sec.org/terms](https://6sec.org/terms)) and Privacy Policy ([6sec.org/privacy](https://6sec.org/privacy))



- c. SS agrees that when SS personnel, contractors or students are using AU systems, they will be bound to comply with AU Terms of Use ([antioch.edu/terms-conditions/](http://antioch.edu/terms-conditions/)) and Privacy Policy ([antioch.edu/privacy-policy/](http://antioch.edu/privacy-policy/))

#### IV. Course Descriptions & Academic Calendar

1. Course Descriptions: Course descriptions will be provided to the Ed.D. Director for inclusion in the Antioch catalog. Course descriptions and syllabi must be approved by EDD director.
2. Calendar: The Specialization will follow the AU academic calendar.

#### V. Admission Requirements and Process

1. Admissions Requirements: AU's standard admission requirements for the Ed.D. program will apply, and applicants will be required to address their interest in the Specialization in their statement of purpose.
2. Admission Decisions: AU will issue admissions decisions to the applicant at AU's discretion.
3. Degrees: Students will have their degrees conferred by Antioch, and Antioch shall be the sole party responsible for determining compliance with degree requirements and issuing certificates or diplomas.

#### VI. Tuition/Finances

1. Tuition: Tuition will be \$953 per credit. In addition to tuition, program costs will include books, materials and expenses in connection with attending residencies, and other fees as set forth in Antioch's catalog and website. Financial aid will be available through Antioch for qualified students. Antioch will provide notice of any tuition increases to SS in advance of implementation.
2. Revenue Sharing: Program revenue less faculty compensation (paid by AU directly to faculty) will be shared in a ratio of 40% (SS) 60% (Antioch). Revenue will be defined as tuition received from or on behalf of a student for credits taken within the Specialization.
3. Financial Management: Tuition will be paid to AU, and payments to SS shall be made within 2 weeks of the add/drop period for any given semester. Tuition from students who drop course(s) and therefore receive a partial refund will be charged (per the ratio) against future payments made to SS.

#### VII. Faculty

1. Hiring: AU shall be solely responsible for establishing employment arrangements with faculty (in compliance with state/federal employment laws), and for compensating faculty teaching in the program. All decisions regarding faculty hiring, discipline and compensation will be the sole responsibility of Antioch.
2. Faculty Pay: Faculty members teaching in the Specialization will be compensated in accordance with the pay schedules established for all Ed.D. faculty.
3. Procedures: Faculty shall be paid their compensation according to Antioch standard payment procedures for its adjunct faculty.

## VIII. Intellectual Property

1. No Transfer of Property: This agreement does not transfer intellectual property to or from either party; Antioch and SS shall each retain all ownership rights to their separate policies, procedures, and materials/works that do not relate to the program.
  - a. SS shall retain ownership in its intellectual property including:
    - i. all trademarks and service marks associated with its goods and services, whether registered or common law.
    - ii. all copyrights to works independently created by or on behalf of SS in furtherance of fulfilling its obligations in association with the AU program, whether registered or common law.
    - iii. copyrighted works created by SS specifically including, but not limited to, previously and newly created curriculum, syllabi, courses and practicum and all course materials created by SS.
  - b. Antioch shall retain ownership in its intellectual property including:
    - i. all trademarks and service marks associated with its goods and services whether registered or common law.
    - ii. all copyrights to works independently created by or on behalf of Antioch in furtherance of fulfilling its obligations in association with the graduate program in this program, whether registered or common law.
  - c. The following shall be jointly owned:
    - i. Intellectual property (IP) and/or copyrighted works jointly created by SS & AU
    - ii. all admission materials, reports, outlines, manuals, course catalogs, brochures, syllabi of AU-SS courses, and unique customizations Six Seconds IP for this program.
2. License to AU: For the duration of this agreement, SS grants to Antioch an exclusive, worldwide license of the unique materials created for this program for the purpose of fulfilling the objectives of this Agreement, recognizing that selected elements of this program are used publicly and in other programs.
3. Mutual License for Marketing: AU and SS each grant a worldwide, non-exclusive license to the other party to its trademarks and service marks for marketing purposes, and advertisements of this program; provided that materials using the trademarks and service marks will be provided to the owner for review prior to publication, which review shall be promptly provided, and which approval shall not be unreasonably withheld.
4. Survival: See Section IX for IP provisions specific to termination of the Agreement.

## IX. Period of Agreement and Termination

1. Voluntary Termination: Either party may terminate with 90 days' written notice, so long as AU agrees to accommodate and allow students already enrolled in the program to complete their degree requirements, in accordance with Antioch's academic and student policies.
2. License Extension: In the event of termination, the license in SS IP granted in Section VIII will extend beyond the term of the agreement, only for the purpose of teaching students who were already enrolled in the program at the date of termination, unless otherwise authorized.
3. Return of Property: Upon termination, both parties shall retain ownership of their individual IP rights, and may request return of materials from the other party.

## X. Internal Policies of SS & ANTIOCH

1. Nondiscrimination: Both parties are committed to the policy of non-discrimination, and agree not to discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, military and veteran status. Both parties agree to comply with all applicable anti-discrimination laws.
2. Independent Policies: Both parties agree to respect the policies and procedures in force in each institution; however, nothing herein shall be construed to contradict statements regarding application of Antioch policies above. Both parties acknowledge that Antioch is bound by its accreditor to apply its own policies consistently.

## XI. Liability, Indemnification and Insurance

1. Responsibility for Own Acts. Each party shall be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.
2. Indemnification. Each party shall protect, indemnify and save harmless the other party, and the other party's trustees, directors, officers, employees, agents and representatives, from and against any and all claims, causes of action, damage and expense occasioned by or arising out of any occurrence causing or inflicting injury or damage from its negligent, reckless or intentional acts or omissions, or those of its employees, agents or invitees.
3. Insurance. Both parties shall procure and maintain property and liability insurance coverage in the amount of \$1 million per occurrence and \$2 million in the aggregate, which insurance shall include Sexual Assault and Misconduct (SAM) insurance. The parties agree to provide insurance certificates naming the other as holder, and agree to notify the other, in writing, promptly in the event that such coverage is changed or cancelled.

## XII. Miscellaneous

1. Family Educational Rights and Privacy Act. In the course of providing services during the term of the contract, SS may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder. "). "Confidential Student Information" is defined as information that is personally identifiable to a student, who is or was enrolled at Antioch, by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes





information supplied to SS by Antioch as well as any information provided by Antioch's students and third parties to the SS. Such information is considered confidential and is therefore protected. To the extent that SS has access to "education records" under this contract, it is deemed a "school official," as each of these terms are defined under FERPA. SS agrees that it shall not use education records for any purpose other than in the performance of this contract. Except as required by law, SS shall not disclose or share education records with any third party unless permitted by the terms of the contract, or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of SS under this contract.

2. Data Privacy Measures. Each party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of either party. These measures will be extended by contract to all subcontractors used by either party.
3. Educational Records Under FERPA. In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, SS will immediately inform Antioch of such request in writing if allowed by law or judicial and/or administrative order. SS shall not provide direct access to such data or information or respond to individual requests. SS shall only retrieve such data or information upon receipt of, and in accordance with, written directions by AU and shall only provide such data and information to AU. It shall be AU's sole responsibility to respond to requests for data or information received by THE regarding AU data or information. Should SS receive a court order or lawfully issued subpoena seeking the release of such data or information, SS shall provide immediate notification to AU of its receipt of such court order or lawfully issued subpoena and shall Page 10 of 12 immediately provide AU with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
4. Security Breach. If either party experiences a security breach concerning any Confidential Information covered by this contract, the breaching party will immediately notify the other party and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in the contract may, at the other party's discretion, result in cancellation of further consideration for contract award and the eligibility for the other party to receive any information for a period of not less than five (5) years. In addition, each party agrees to indemnify and hold harmless the other party for any loss, cost, damage or expense suffered by the party, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of Confidential Information.
5. Data Destruction. Upon termination of contract, each party shall return and/or destroy all data or information received from the other party, and in accordance with, direction from the disclosing party or on its own if no directions are given. Neither party shall not retain copies of any data or Confidential Information received from the disclosing party once the disclosing party has directed the other party as to how such information shall be returned and/or destroyed.
6. Dispute resolution. The parties agree to make good faith efforts to bring any disputes resulting from this Agreement to mediation prior to filing a matter with a court of law
7. Non-Exclusivity. The Parties are permitted to collaborate with or provide services to any other Party.






8. Written Notice. Any notice required under this agreement shall be in writing and may either be given by personal delivery or sent by regular mail addressed to the following: Page 11 of 12 As to SS: Zoe Weil, President, Institute for Humane Education, P.O. Box 260, Surry, ME 04684 As to AU: Chester Haskell, Vice Chancellor and Provost, Antioch University, 900 Dayton Street, Yellow Springs, OH 45387
9. Survival. In the event one or more clauses of this Agreement are declared illegal, void or unenforceable by a court of competent jurisdiction, the validity of the remaining portions of this Agreement shall remain in full force and effect.
10. Full Agreement. This Agreement contains the final and entire agreement between the parties is intended to be an integration of all prior agreements between them regarding the Services. The parties hereto shall not be bound by any agreements, conditions, representations or warranties relating to the provision of the Services, oral or written, express or implied, not contained herein. All amendments to and modifications of this Agreement must be in writing and signed by an authorized representative of each party.
11. Execution. This Agreement may be executed in one or more counterparts, both of which shall be considered originals.
12. Jurisdiction. This Agreement shall be governed by the laws of Ohio.

This Agreement is executed as of the date set forth above, and acknowledged by the parties:

**Six Seconds**

By:   
Joshua Freedman, CEO  
Date: 12/1/21

**Antioch University**

By:   
Chet Haskell, Vice Chancellor of Academic Affairs and University Provost  
Date: 12/1/21