

# ***DISCIPLINARY POLICY AND PROCEDURES***

Last Updated: February 21, 2024

## **I. DISCIPLINARY PROCESS OVERVIEW**

### **A. Overview**

1. *Applicability.* This Disciplinary Policy and Procedures (this “Policy”) applies to all persons or entities (a) holding or applying for any Scrum Alliance, Inc. (“Scrum Alliance”) certification, certificate, or membership (each, a “Credential”) or (b) subject to a license to use any Scrum Alliance trademarks, logos, or other marks (a “License”) (each, a “Covered Person”). Covered Persons may be subject to disciplinary action under this Policy for matters stemming from fraudulent or unethical acts related to Scrum Alliance Credentials; legal actions; violation of any applicable Scrum Alliance policies, including the Scrum Alliance *Code of Ethics*; or violation of any terms and conditions or agreements applicable to the Covered Person (each, a “Violation”). Scrum Alliance retains the right to impose discipline under this Policy for any person who was a Covered Person at the time the violation triggering the disciplinary proceeding occurred.

2. *Disciplinary Action.* Scrum Alliance staff are responsible for reviewing potential Violations brought to Scrum Alliance’s attention and administering the disciplinary process as described in this Policy. If Scrum Alliance determines that a Covered Person committed a Violation, Scrum Alliance may, at its discretion, take any disciplinary action as it deems appropriate (“Disciplinary Action”), including but not limited to: denial, suspension, or termination of a Covered Person’s Credential(s), eligibility for future Credential(s), and/or Licenses permanently or for such time as may be determined by Scrum Alliance; issuance of a letter of censure; ineligibility for certain membership benefits or Scrum Alliance activities; and/or any other actions as may be deemed appropriate by Scrum Alliance, including legal action.

3. *Process Overview.* If Scrum Alliance has reason to believe that a Covered Person may have committed any Violation, Scrum Alliance shall follow the procedures described in this Policy. As described in more detail in this Policy, this shall entail the following procedural steps:

a. Scrum Alliance shall provide a written notice to the Covered Person (a “Notice of Disciplinary Proceeding”) and allow the Covered Person to submit a written response to the *Notice of Disciplinary Proceeding*;

b. Based on Scrum Alliance’s review of the facts and the Covered Person’s written response, Scrum Alliance shall issue a notice to the Covered Person advising of Scrum Alliance’s determination as to whether a Violation took place (a “Notice of Decision”), including of any Disciplinary Action to be taken by Scrum Alliance;

c. If the Covered Person disputes the determination in the *Notice of Decision* or any Disciplinary Action included therein, the Covered Person may request a review of the *Notice of Decision* (a “Review”) by a committee of other Scrum Alliance members (a “Review Committee”) and may submit written materials for the Review Committee’s consideration;

d. The Review Committee shall review all facts and materials provided to it and make a final decision, following which Scrum Alliance shall issue a written notice to the Covered Person (a “Notice of Review Committee Decision”) advising of the Review Committee’s decision and any Disciplinary Action; and

e. The Review Committee’s decisions shall be final, except in the case of termination of an individual’s status as a Scrum Member (as defined in the Scrum Alliance Bylaws), in which case the individual may request an appeal to the Scrum Alliance Board of Directors as described in Section 2.5(A)(iv) of the Scrum Alliance Bylaws (an “Appeal”).

4. *Good Standing.* A Covered Person shall be considered in “good standing” so long as they continue to hold active Credentials and fulfill all requirements in connection with such Credentials, including payment of license fees and completion of Scrum Education Unit® requirements, unless Scrum Alliance has issued a *Notice of Decision* or *Notice of Review Committee Decision* to such Covered Person stating that the Covered Person will lose good standing status for a period of time. This period may be either (a) from issuance of such notice until a fixed date (e.g., end of a probationary period) or completion of certain requirements, (b) beginning only if the Covered Person fails to complete certain requirements by the applicable due date set by Scrum Alliance in such *Notice of Decision* or *Notice of Review Committee Decision*, or (c) as otherwise determined by Scrum Alliance. A Covered Person who is not in good standing may lose the right to participate in certain Scrum Alliance activities, including but not limited to the following:

a. Facilitation of Coaching Clinics, Guide Retreats, or other Scrum Alliance events;

b. Speaking at any Scrum Alliance Global Scrum Gathering or participating in any related Program Advisory Team;

- c. Participation in review or subject matter expert (“SME”) teams, including the Training Assessment Community and product-specific SME review groups;
- d. Application to teach additional courses or receive additional certifications from Scrum Alliance;
- e. Eligibility for the Scrum Alliance Board of Directors;
- f. Semi-retirement or Emeritus status;
- g. Submission of content for Scrum Alliance resource libraries, webinars, or other content submission programs;
- h. Participation in the TCC email group; or
- i. Receiving recognition or mention on social media from SAI.

**B. Automatic Disciplinary Action**

A Covered Person’s Credential(s), eligibility for Credential(s), or License(s) may be automatically denied or terminated by Scrum Alliance, permanently or for such time as may be determined by Scrum Alliance, if Scrum Alliance determines that the Covered Person is the subject of any of the following:

- 1. Conviction of (including pleading guilty to) or pleading no contest to a felony that is related to such Covered Person’s use of any Credential, including to offer and sell Scrum-related services to third parties (e.g., training, coaching, mentoring, and the like), or that relates to fraud or any cybercrime.
- 2. Court martial conviction of (including pleading guilty to) violation of the Uniform Code of Military Justice where the maximum permissible punishment for the offense is one year or more in military prison and the offense relates to fraud or any cybercrime.
- 3. Adjudication by a court, licensing board, or federal employer that the Covered Person is mentally incompetent.

**C. Discretionary Disciplinary Action**

Scrum Alliance may, at its discretion, take Disciplinary Action against a Covered Person if Scrum Alliance determines that the Covered Person is the subject of any of the following:

- 1. Conviction of (including pleading guilty to) or pleading no contest to any felony.
- 2. Court martial conviction of (including pleading guilty to) any violation of the Uniform Code of Military Justice where the maximum permissible punishment for the

offense is one year or more in military prison.

3. Conviction of (including pleading guilty to) or pleading no contest to a misdemeanor or violation of the Uniform Code of Military Justice that relates to fraud or any cybercrime, sexual assault or battery, violence (including domestic violence), harassment, child pornography, or sexual crimes against children.

4. Violation of the Scrum Alliance *Code of Ethics*.

5. Any fraudulent acts relating to Credentials, including:

a. Using deceptive means to obtain, maintain, or attempt to obtain or maintain any Scrum Alliance Credential, including but not limited to submitting or assisting another person to submit to Scrum Alliance any document or testimony that contains a material misstatement of fact or that omits a material fact;

b. Engaging or attempting to engage in fraud, bribery, or cheating to complete any Scrum Alliance course, obtain any Scrum Alliance Credential, or to pass any Scrum Alliance examination;

c. Holding or continuing to hold oneself out as having Scrum Alliance Credential, including by use of a Scrum Alliance badge, if such Credential was not issued by Scrum Alliance or was not valid at the time of such use, including due to non-renewal, suspension, or termination; or

d. Assisting another individual to do any of the above.

D. Suspension Pending Adjudication or Investigation

Scrum Alliance may, at its discretion, suspend a Covered Person's Credential(s) or License(s) pending investigation or the outcome of a third-party adjudication if it determines that the Covered Person:

1. Has failed to respond or provide requested information to Scrum Alliance in response to a *Notice of Disciplinary Proceeding*.

2. Is subject to credible allegations of fraud, discrimination, harassment, abuse, hate crimes, or any cybercrime relating to the use of any Scrum Alliance certification, including any offer and sale of Scrum-related services to third parties (e.g., training, coaching, mentoring, and the like).

E. Submissions to Scrum Alliance

Whenever there is a requirement for a statement, request or other writing to be submitted to the Scrum Alliance, such writing should be submitted by email to the following address: [conductreview@scrumalliance.org](mailto:conductreview@scrumalliance.org).

## II. DISCIPLINARY NOTICE PROCESS AND PROCEDURES

In the event that Scrum Alliance staff have reason to believe that a Violation may have occurred, Scrum Alliance staff shall follow the process described in this Section.

### A. Notification of Disciplinary Proceeding

Scrum Alliance shall issue a *Notice of Disciplinary Proceeding* to the Covered Person whose conduct is under review using the contact information listed in their Scrum Alliance account. **Covered Persons are solely responsible for ensuring that their Scrum Alliance account includes their current mailing and email address.** If a Covered Person does not receive notice(s) from Scrum Alliance related to disciplinary review or action due to failure to notify Scrum Alliance in a timely manner of a change of address, that lack of notification shall not be considered as the basis for an appeal or reconsideration of any decision in the matter. The *Notice of Disciplinary Proceeding* shall:

1. describe the allegations or information that triggered the disciplinary proceeding, including the specific alleged Violation;
2. inform the Covered Person that Disciplinary Action may be taken by Scrum Alliance; and
3. provide the Covered Person with at least 30 calendar days to submit a written response to the *Notice of Disciplinary Proceeding*.

### B. Notice of Decision

1. *Issuance.* Upon receipt of the Covered Person's written response, Scrum Alliance shall make a reasonable effort to determine the facts of the matter. Based on the available facts, including the written response from the Covered Person if submitted, Scrum Alliance shall determine whether a Violation took place and, if so, what Disciplinary Action may be warranted.

2. *Notice of Decision.* Upon reaching a determination, Scrum Alliance shall issue a written *Notice of Decision* to the Covered Person advising as to Scrum Alliance's decision. If no Violation was found, the matter shall be closed.

3. *Notice of Adverse Decision.* If Scrum Alliance determines that a Violation

occurred, the *Notice of Decision* shall be considered a “Notice of Adverse Decision.” If the *Notice of Adverse Decision* includes a decision to terminate the Covered Person’s status as a Scrum Alliance member, approval of the Scrum Alliance CEO or their designee shall be required, and the *Notice of Adverse Decision* shall include a written *Termination Notice* stating the reasons for such termination and the proposed effective date of the termination. If and as described in the *Notice of Adverse Decision*, **a Covered Person shall be considered to be “not in good standing” by Scrum Alliance for the duration of any probationary or remediation period described in the applicable Notice of Adverse Decision.** Any *Notice of Adverse Decision* shall:

a. Describe for the Covered Person: (i) the basis for Disciplinary Action, (ii) the applicable section(s) of Scrum Alliance’s Disciplinary Policy and Procedures, Code of Ethics, or other applicable agreement or policies, and (iii) the Disciplinary Action to be taken in the matter.

b. Inform the Covered Person that they have the option to accept the Disciplinary Action as described in the *Notice of Adverse Decision* or submit a timely *Request for Review* in accordance with this Policy. If the Covered Person does not submit a written *Request for Review* in accordance with this Policy, the decision of Scrum Alliance shall be the final decision on the matter and shall not be subject to any subsequent review absent extraordinary circumstances, as determined solely by Scrum Alliance.

c. Inform the Covered Person that after a final adverse disciplinary decision has been reached, Scrum Alliance may remove the Covered Person’s name and badge, if applicable, from the certificant directory on the Scrum Alliance website and may, as deemed appropriate, disclose lessons-learned from the Disciplinary Action and the underlying facts thereof. Scrum Alliance may provide a copy of the final *Notice of Adverse Decision* to the Covered Person’s employer, complainant(s) and other interested parties, including to individuals seeking information about the individual’s Scrum Alliance Credential designations, as solely determined by Scrum Alliance.

### **III. REVIEW AND APPEALS PROCESS AND PROCEDURES**

#### **A. Review of Adverse Decisions**

All *Notices of Adverse Decision* are subject to Review or, in the case of termination of an individual’s status as a Scrum Member, Appeal in accordance with Section 2.5(A)(iv) of the Scrum Alliance Bylaws. **A Covered Person requesting Review of any Notice of Adverse Decision must submit a written Request for Review within 30 calendar days of the date of the Notice of Adverse**

***Decision. If the Covered Person does not submit a timely Request for Review or written request for Appeal, the decision will be final and shall not be subject to any subsequent review absent extraordinary circumstances, as determined solely by Scrum Alliance.***

Upon receipt of the *Request for Review*, Scrum Alliance shall convene a Review Committee as described below to consider and decide on the Review.

B. Composition of the Scrum Alliance Review Committee

1. The voting members of the Review Committee shall consist of no fewer than three Scrum Alliance representatives, which may include Scrum coaches or Scrum trainers or but staff members.

2. Review Committee members may not participate in discussions of, or vote on, any Review in which the member has or has had a substantial personal or professional relationship with the Covered Person at issue.

3. For Review proceedings for a Scrum trainer who is not also a certified Scrum coach, the Review Committee members shall be Scrum trainers. For Review proceedings for a Scrum coach who is not also a certified Scrum trainer, the Review Committee members shall be Scrum trainers. For Review proceedings for an individual who is both a Scrum trainer and a Scrum coach or for Foundational practitioners (e.g., CSMs, CSPOs, CSPs, etc.), the Committee may consist of Scrum trainers, Scrum coaches, or both.

C. Review Committee Notices and Appeal Statements

1. Upon convening a Review Committee, Scrum Alliance shall notify the Covered Person seeking the Review in writing of the date by which the Review Committee will review the case.

2. The Covered Person shall have the option to submit to Scrum Alliance, at least 30 days prior to the Review Committee meeting, a detailed written statement of the basis for the Review, including refutation of any material points in the Notice of Adverse Decision, and any relevant supporting documentation that the Covered Person wishes the Review Committee to consider.

D. The Review Record

For requests for Review to the Review Committee or Appeal to the Board, Scrum Alliance staff shall prepare a record of relevant materials (the "Review Record"), which shall include the following:

1. The *Notice of Adverse Decision* provided by Scrum Alliance to the Covered Person.
2. Any materials considered by Scrum Alliance in reaching the *Notice of Adverse Decision*.
3. Publicly available records relevant to the matter.
4. The *Request for Review* provided by the Covered Person and any supporting documentation submitted by the Covered Person or prepared by Scrum Alliance staff.
5. Any other relevant materials, including correspondence with the Covered Person, submissions by complainants, or materials from the Scrum Alliance record of the Covered Person.
6. A review summary, prepared by Scrum Alliance staff, which shall also be sent to the Covered Person seeking Review or Appeal, at least 20 days prior to the meeting of the Review Committee or, as applicable, of the Board.
7. If the Covered Person makes supplemental written submissions in advance of the Review Committee or Board meeting, those will be shared with the Review Committee or Board and will be made part of the Review Record.

E. Review Committee Meetings for Adverse Decisions

The Review Committee shall meet to consider any adverse decision that is the subject of a Review and reach a determination based on the Review Record. The Review Committee may meet in-person or remotely. Other Scrum Alliance staff may attend and participate in the meeting but may not vote. The Covered Person seeking Review may not attend the meeting but must submit in writing any information or arguments that the Covered Person wishes to be considered as part of the Review Record, as described above.

After review and discussion of the Review Record, the Review Committee will reach a determination by majority vote of those members present, as to what, if any, Disciplinary Action is appropriate under the circumstances. The Review Committee may affirm, modify, or reverse Scrum Alliance's prior Disciplinary Action decision. The Review Committee may also impose conditions on the Covered Person, such as the completion of continuing education, in which case the Review Committee will also specify an alternative Disciplinary Action that shall become effective if the Covered Person declines to accept the conditions within the specified timeframe.

Review Committee meetings are final and unappealable, except in the case of a *Termination*



*Notice*, which may be Appealed to the Board in accordance with the provisions of Section 2.5(A)(iv) of the Scrum Alliance Bylaws. In the event of an Appeal, the *Notice of Review Committee Decision* and the minutes of the Review Committee’s meeting about the individual’s case shall be added to the Review Record. If the individual does not submit a timely request for Appeal, the Review Committee decision will be final and unappealable.

F. Review Committee Notifications

I The Covered Person will be provided a *Notice of Review Committee Decision* in writing of the Review Committee’s decision within 30 calendar days of the Review Committee decision. If recommended by the Review Committee, the *Notice of Review Committee Decision* may also include an agreement to be signed by the Covered Person and returned to Scrum Alliance as a condition of the decision. If the Review Committee determines that a Disciplinary Action should be taken, the *Notice of Review Committee Decision* will describe (i) the basis for Disciplinary Action, (ii) the applicable section(s) of Scrum Alliance’s *Code of Ethics* and/or other applicable policy or agreement(s), and (iii) the Disciplinary Action taken in the matter.

The *Notice of Review Committee Decision* shall also inform the Covered Person that after a final adverse disciplinary decision has been reached, Scrum Alliance may, as deemed appropriate, publicly disclose the Disciplinary Action and the underlying facts thereof, including reporting the outcome of the Disciplinary Action to interested parties and on Scrum Alliance’s website. Such reporting may include providing a copy of the final *Notice of Review Committee Decision* to the Covered Person’s employer, the complainant(s), and other interested parties, including to individuals seeking information about the individual registration status, as solely determined by Scrum Alliance. The decision by the *Notice of Review Committee Decision* shall become effective as of the date of the final *Notice of Review Committee Decision*.

G. Board of Directors Review for Termination of Certification and/or Membership

After receipt of a timely request for Appeal of any Termination Notice, the individual shall have the opportunity to be heard either orally or in writing, at the sole discretion of the Scrum Alliance Board of Directors, at a meeting of the Scrum Alliance Board of Directors pursuant to Section 2.5(A)(iv) of the Scrum Alliance Bylaws.

Scrum Alliance staff shall submit the Review Record to the Board of Directors prior to any such meeting.

The decision to rescind or confirm the termination of the individual’s status as a Scrum Member shall be submitted to the full Board of Directors, and the final decision on the matter shall be made in accordance with Section 2.5(A)(iv) of the Scrum Alliance Bylaws.

#### **IV. REINSTATEMENT REQUESTS**

A. Application for Reestablishment of Eligibility Following Disciplinary Action

A Covered Person whose Credentials and/or eligibility for Credentials have been suspended may apply to Scrum Alliance to reestablish their Credentials and/or eligibility for Credentials as described below.

1. Applications to reestablish eligibility for Credentials shall be considered and acted upon at the discretion of Scrum Alliance, except in such cases where the termination is permanent or the period of termination is expressly limited to a specific period of time which has not yet elapsed.

2. A Covered Person whose eligibility for Credentials has been denied or terminated by Scrum Alliance for a specified time period may apply to reestablish eligibility with Scrum Alliance following expiration of such time period.

3. To re-establish eligibility, the Covered Person must submit a statement that includes relevant details that pertain to the individual's circumstances as described below. If Scrum Alliance's decision related to a Covered Person's criminal or military justice conviction, the Covered Person may not apply to reestablish eligibility until all sentences have been served and, unless Scrum Alliance grants an exception, until all judgments have been satisfied.

The Covered Person's statement should include:

- An acknowledgement of the Covered Person's actions and a statement of why Scrum Alliance should consider the request.
- An attestation indicating that no new Violations have occurred since termination.
- A description of how the Covered Person has met any Scrum Alliance stipulations.

The Covered Person must also submit relevant supporting documentation that will be verified by Scrum Alliance. Examples of supporting documentation to be provided include, depending on the underlying issue:

- Written notice that any criminal sentences or probationary periods have been served, or other legal requirements have been met.
- Documents meeting requirements stipulated by Scrum Alliance.

Scrum Alliance may also place such other conditions on reestablishment of eligibility for Credentials or on maintaining reestablished eligibility as Scrum Alliance in its discretion deems

appropriate.