

## **Digital Promise Policies and Procedures Micro-credential Program**

### **I. Introduction and Overview**

The Policies and Procedures set forth below (“the Digital Promise Policies”)<sup>11</sup> shall govern the implementation and operation of Digital Promise’s proprietary micro-credential program (the “MC Program”) for the development, aggregation and award of micro-credentials (“MCs”). MCs are educator-focused, competency-based digital badges earned as evidence of competency in specific pedagogical skills. Digital Promise intends for the MC Program to provide educators and others with the opportunity to gain recognition for skills they master throughout their careers, including by enabling educators to find, pursue, earn, and share MCs that support their professional development goals. MCs may be offered on one or more MC Centers located on MC Sites under the Digital Promise brand. All MCs offered on the MC Center are subject to Digital Promise’s review and approval. Digital Promise intends all MCs, in the form of MC digital badges, to be technology-agnostic and portable across platforms.

The Digital Promise Policies include, but are not limited to: MC End User requirements, Issuer qualifications and requirements, Assessor requirements, the development and submission of MCs and MC Resources, the process used to earn a MC, the evaluation of a MC Submission, the award of a MC, and required compliance with the terms of use and privacy policies applicable to the use of the MC Sites and the MC Center. Digital Promise, in its sole discretion, may update or amend the Digital Promise Policies by giving reasonable advance notice thereof, or as otherwise provided in these Digital Promise Policies.

Many of the Digital Promise Policies will be referenced in the various agreements Digital Promise may enter into with Issuers and others.

### **II. Issuers**

A. Digital Promise has sole discretion to determine what organizations shall be accepted as Issuers for the MC Program. Digital Promise seeks organizations that have a proven track record in the field of education and substantial content expertise, as well as a commitment to competency-based recognition and learning for educators. Digital Promise may use the qualifications outlined in Section II.B. below, among other things, to evaluate applicants seeking to become Issuers. Digital Promise may continue to review and develop its criteria for accepting Issuers and the application materials requested by Digital Promise as the MC Program evolves.

#### **B. Qualifications for Issuers**

1. An Issuer must be an organization, or an individual affiliated with an organization. Government, educational, for profit or non-profit

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<sup>11</sup> Capitalized terms are defined in the Glossary attached as Appendix 1.

organizations, or individuals associated with such organizations, may seek to become Issuers.

2. An Issuer must have content expertise in a field appropriate for educator professional learning. An Issuer must have a proven track record of work in its field of expertise and shall demonstrate that it has achieved positive outcomes that have an impact on teacher practice and/or student learning.
3. An Issuer must demonstrate an established audience for its educational products, content, or services and show that it serves one or more educational needs of an identifiable group or community.
4. An Issuer shall be committed to competency-based recognition of skills for educators.

**C. Issuer Application Process**

1. An organization shall apply to become an Issuer by submitting Application Materials requested by Digital Promise that demonstrate how the organization satisfies the qualifications described in Section II.B above.
2. Digital Promise shall review the submitted Application Materials provided by applicant and undertake any additional review it deems necessary, including requesting additional Application Materials from an applicant, in order to determine whether such applicant meets the qualifications described in Section II.B above. Digital Promise may, in its sole discretion, waive or modify any criteria listed in Section II.B above. Digital Promise's review may include:
  - a. interview(s) of applicant or key representatives of applicant;
  - b. review of applicant's past work in the educator professional learning space or currently available resources and materials;
  - c. review of user experience of past work through discussion with references (*e.g.*, past learners, alumni of the program); and
  - d. consideration of demonstrated gaps or areas of current need in the MC Program.
3. Once Digital Promise has approved an applicant to become an Issuer, Digital Promise and the applicant shall enter into an Issuer Agreement describing the rights and obligations of the parties. The Digital Promise Policies shall be an attachment to the Issuer Agreement.

**D. Development of Micro-Credential Resources**

1. Issuer shall work with Digital Promise to develop MC Resources for one or more MCs to be offered on the MC Center in compliance with the Digital Promise Policies. Digital Promise has the sole authority to determine whether a MC shall be offered on the MC Center. Digital Promise shall work with Issuer to develop MCs that meet its requirements. Each individual MC must be approved by Digital Promise in writing before it is published on the MC Center.
2. Digital Promise expects that the process for developing and approving a MC will follow the steps outlined below, although each MC may differ and subsequent MCs created by Issuers that have already obtained approval for one or more MCs may follow a more streamlined process.
  - a. Issuer shall submit a list of suggested competencies to Digital Promise. Digital Promise may work with the Issuer to develop this list of suggested competencies.
  - b. Once Digital Promise and Issuer preliminarily agree on an individual competency, Issuer and Digital Promise will engage in an iterative development process to develop a high quality MC. Issuer shall take into account Digital Promise's comments in developing the MC. This process may include:
    - (i) training on the MC framework and template by Digital Promise;
    - (ii) iterative development of MC Resources in alignment with MC framework and template;
    - (iii) support from Digital Promise on the development of criteria for evaluating a MC Submission and the research and materials supporting the MC, among other things;
    - (iv) guidance from Digital Promise on Issuer's materials and plan for evaluating MC Submissions, including Issuer's plan for selection and supervision of Assessors; and
    - (v) graphic design and copy editing of all MC Resources, and technical assistance with uploading materials to the MC Center.
3. Issuer shall adhere to all Digital Promise MC design and style guidelines in developing a MC and guidelines for copy editing and uploading of materials to the MC Center.

4. Digital Promise may charge Issuer for the training and services provided by Digital Promise during the iterative development process for one or more MCs. Digital Promise may establish a range of fees for such training and services, which fees will vary depending on the extent of Digital Promise's involvement in assisting with the development of the final MC. In its sole discretion, Digital Promise may waive or discount fees for any Issuer.
5. Issuer shall review its MC Resources on a regular basis to ensure that such MC Resources are current, up-to-date, and relevant. Issuer shall update such MC Resources if such MC Resources are not current, up-to-date, relevant, or in compliance with the Digital Promise Policies.
6. Issuer shall represent and warrant that the use of Issuer's MC Resources and Issuer Marks as contemplated under the Issuer Agreement and the Digital Promise Policies will not infringe, misappropriate, or otherwise violate any IP Rights of any third party.
7. Issuer shall represent that it has the right to provide and permit the use of any MC Resources created and/or provided by Issuer in accordance with the Issuer Agreement and such MC Resources shall comply with the requirements of the Issuer Agreement and the Digital Promise Policies.
8. Issuer acknowledges and agrees that Digital Promise may remove any MC Resources from the MC Program if such Resources are not compliant with the Digital Promise Policies, the Issuer Agreement, or any applicable law, or are subject to repeated negative comments from MC End Users. Where appropriate, in the event Digital Promise believes that any MC Resources should be removed for any of the foregoing reasons, Digital Promise will give Issuer advance notice of removal and an opportunity to address the problem within a mutually agreed-upon time frame. If Digital Promise believes that it is not appropriate to provide advance notice of removal, after removal, Digital Promise will give Issuer an opportunity to address the problem and show why the MC Resources that were removed should be restored to the MC Program.

**E. Intellectual Property Rights and License Grants**

1. *MC Resources*: As provided in the Issuer Agreement, Digital Promise has a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, sublicensable (with the right to grant further sublicenses), assignable license to MC resources to (a) use, reproduce, adapt, distribute, and display, in any media now known or hereafter developed, the MC Resources in connection with the MC Center and/or in connection with the developing, offering, issuing, or displaying of MCs and (b) reproduce and distribute, in any media now known or hereafter developed, excerpts of the MC Resources in marketing and promotional materials related to the

MC Center or otherwise publicizing the availability of such MC Resources and related MCs.

2. *Issuer Marks:* As provided in the Issuer Agreement, Digital Promise has a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, sublicensable (with the right to grant further sublicenses), assignable license under all of Issuer’s IP Rights to the Issuer Marks to use, reproduce, adapt, distribute and display, in any media now known or hereafter developed, the Issuer Marks included in the MC Resources for the purposes of providing source attribution to the MC Resources and related MCs and to indicate Issuer’s participation in the MC Program. Digital Promise shall use the Issuer Marks in accordance with such quality control standards as Issuer may promulgate from time to time. All uses of the Issuer Marks by Digital Promise and all goodwill arising from such uses shall accrue solely to the benefit of Issuer.
3. *Digital Promise Materials:* As provided in the Issuer Agreement, Digital Promise shall own the MC Program and associated tools, processes, materials, offerings, and know-how relating thereto, any processes relating to earning, issuing, or evaluating micro-credentials, and all IP Rights relating to any of the foregoing. To the extent Issuer provides any feedback or suggestions on, or makes any improvements, modifications, or derivatives to any of the foregoing (collectively, such feedback, suggestions, improvements, modifications, and derivatives are “Feedback”), Digital Promise shall have a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, sublicensable (with the right to grant further sublicenses), assignable license to use, reproduce, adapt, distribute, and display, in any media now known or hereafter developed, such Feedback in connection with the MC Program, the MC Center, and/or in connection with the development, offering, issuance, or display of MCs.
4. *Display of Earned MCs.* As provided in the Issuer Agreement, Digital Promise has a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, sublicensable (with the right to grant further sublicenses), assignable license under all of Issuer’s IP Rights to the Issuer Marks, MC Resources, MC End User Data, and related materials for the purposes of allowing MC End Users to display such MC End User’s earned MCs.

**F. Assessors**

1. Issuer shall be responsible for selecting, training, and supervising Assessors (both Expert and Peer Assessors) and for ensuring that Assessors for each MC have the requisite skills and training to perform MC Evaluations in accordance with the Digital Promise Policies. Issuer shall use Expert Assessors to perform MC Evaluations of at least the first 50 MC Submissions for each MC at no charge. After the first 50 MC

Submissions, Issuer may choose whether to offer assessment by Expert Assessors or by Peer Assessors, or by both.

2. Issuer shall demonstrate to Digital Promise that it has a plan for choosing and supervising Assessors for each MC offered on the MC Center. Such plan shall specify whether Issuer will use Peer Assessors after the first 50 MC Evaluations by Expert Assessors, the criteria Issuer will use to determine who is an Expert Assessor and who is a Peer Assessor, and fees, if any, Issuer will charge MC Earners for evaluation by Expert Assessors performed after the first 50 MC Evaluations.
3. Issuer shall be responsible for (a) Assessors' compliance with the Issuer Agreement, the Terms of Use for MC Issuers, the privacy policies and terms of use applicable to the MC Sites and the MC Center, and applicable Digital Promise Policies, and (b) the breach by Assessors of any of the foregoing. Issuer shall enter into an Assessor Agreement with each Expert and Peer Assessor substantially in the form attached to the Issuer Agreement.
4. *Expert Assessors:* For each MC, Issuer shall notify Digital Promise of the assigned Expert Assessors and provide account information (such as name, email address, and other reasonably requested information) to Digital Promise for such Expert Assessors, unless otherwise instructed to do so.
5. *Peer Assessors:* Issuer may, but is not obligated to, offer assessment by Peer Assessors after the evaluation of the first 50 MC submissions for each MC by Expert Assessors. Issuer shall be responsible for selecting and supervising Peer Assessors. Issuer shall be responsible for ensuring that all Peer Assessors have evidence of possessing the requisite skills to perform the MC Evaluation.
  - a. Unless Digital Promise instructs otherwise, Issuer shall notify Digital Promise of the assigned Peer Assessors and provide account information (such as name, email address, and other reasonably requested information) to Digital Promise for such Peer Assessors.
6. *Review After Initial Evaluations:* During the first 50 MC Evaluations for any MC, Issuer shall review the data associated with an individual MC and consider whether the MC should be modified or changed. Within thirty (30) days after completion of the first 50 Evaluations of any MC, Issuer shall provide a report to Digital Promise on the Issuer's review of the MC.

**G. Evaluation of MC Submissions**

1. Interactions With MC End Users

- a. Issuer shall acknowledge and agree that: (i) interactions with MC End Users in connection with the MC Program will be subject to the Issuer Agreement, Terms of Use for MC Issuers, privacy policies and terms of use for the MC Sites and the MC Center, and the Digital Promise Policies, and (ii) Issuer will not enter into direct agreements with MC End Users or impose a fee or other charge, directly or indirectly, on MC End Users in order to apply for, or to qualify to apply for, a MC, or earn a MC, except for such fees as are permitted in the Issuer Agreement and Section II.G.4 below.
- b. Issuer shall use MC End User Data only as permitted under the Issuer Agreement.
- c. Issuer shall respond to all MC End User requests for support within three (3) business days, including redirecting MC End Users to technical support resources when appropriate.

2. Evaluation

- a. Issuer shall use a fair and non-discriminatory system for evaluation of each MC Submission by a MC Earner.
- b. Digital Promise shall take appropriate steps to ensure that all MC Submissions by MC Earners shall be anonymized prior to transmission to Issuer.
- c. Issuer shall distribute such MC Submission to Assessor(s) for evaluation. Issuer may determine whether to have one or more Assessors review the MC Submission. Issuer shall ensure that the Assessor(s) completes his or her review of the MC Submission within a time period that will allow Issuer to comply with Section II.G.2.d. below.
- d. Within fourteen (14) days of receipt of a MC Submission, Issuer shall provide notification to a MC Earner and Digital Promise that either: (i) the MC Earner has earned the applicable MC based on the Earner's MC Submission, or (ii) the MC Earner has not earned the applicable MC based on the Earner's MC Submission.
- e. As part of the MC Evaluation process, each Assessor will provide comments explaining their MC Evaluation, whether or not the

Assessor determines that the MC Submission is sufficient to earn the MC.

- f. If the MC Earner has earned the MC, Issuer shall award a digital badge evidencing that the MC Earner has earned the MC.

3. Obligation to Continue to Perform MC Evaluations

- a. For a period of sixty (60) days after giving notice of intent to terminate the Issuer's Agreement with Digital Promise, Issuer shall continue to fulfill its obligations under the Agreement so that MC End Users may continue to access MC Resources, make MC Submissions for MC Evaluations, and earn MCs. Issuer also acknowledges that Digital Promise may notify MC End Users that Issuer's MC will no longer be available on the MC Center.
- b. In the event that an Issuer's Agreement with Digital Promise is terminated, MC Earners may continue to display their earned MCs.

4. Fees/Charges/Revenue Split

- a. After the first 50 MC Evaluations for a MC are complete, Issuer may impose a reasonable charge on a MC Earner for a MC Evaluation performed by an Expert Assessor (such reasonable charge to be referred to as a "Paid Assessment"). The first 50 MC Evaluations of any MC must be performed by Expert Assessors at no charge. A MC Evaluation by a Peer Assessor shall be at no charge.
- b. Issuer acknowledges and agrees that the MC Site operator will collect the Paid Assessments that Issuer charges to MC Earners and remit those Paid Assessments (net of any taxes and administrative charges) to Digital Promise. Digital Promise shall pay to Issuer Issuer's share of the Paid Assessments that Digital Promise received from the MC Site operator, as described in the Issuer Agreement.
- c. Issuer shall publish the fees charged to MC Earners beyond the initial 50 MC Submissions and provide a schedule of fees that complies with the Digital Promise Policies. Issuer may amend its fee structure on an annual basis.
- d. Issuer may not require a MC End User or MC Earner to participate in or pay for any specific or affiliated educational program, course, or supporting materials, as a condition of obtaining a MC or qualifying to make a MC Submission; provided, however, Issuer may offer services or materials that a MC End User or MC Earner

may purchase or acquire on a voluntary basis to assist such End User or Earner in acquiring the expertise necessary to earn a MC.

5. Appeals

- a. Issuer shall establish and make available to Digital Promise an appeals process for appeals from MC Earners who are denied a MC by Issuer.
- b. Issuer shall provide to Digital Promise all materials and reports related to the appeals process and individual appeals that are requested by Digital Promise.
- c. Issuer's appeals process shall permit a MC Earner, after Issuer's final decision on an appeal, to request that Digital Promise review the procedures governing Issuer's appeals process to determine solely whether such procedures were fair and nondiscriminatory. Digital Promise's review shall not include the substantive merits of the appeal; Digital Promise's review is confined solely to the procedures governing the appeal process. Digital Promise's decision whether the procedures governing the Issuer's appeals process were fair and nondiscriminatory shall be final, and no further appeal of Issuer's final decision shall be permitted.
- d. If Digital Promise determines that the procedures governing an Issuer's appeals process were unfair or discriminatory in the case of any appeal, Digital Promise shall work with the Issuer to fashion appropriate relief to resolve the problem.

H. **Privacy/Confidentiality/Terms of Use**

1. Issuer shall adhere to the privacy and confidentiality provisions in the Issuer Agreement, as well as all privacy policies and terms of use applicable to the MC Center and the MC Sites and such other policies and terms of the MC Site and the MC Center as Digital Promise or the MC Site operator may require, as those policies and terms may be amended from time to time.

I. **Issuer Termination/Renegotiation**

1. The Issuer Agreement provides that Digital Promise may terminate the Agreement for material breach or for convenience. In addition to the grounds for termination provided in the Issuer Agreement, Digital Promise may, in its sole discretion, terminate Issuer as permitted under the Issuer Agreement, if the following occurs:

- a. any MC Evaluation is completed outside the fourteen (14) day time limit more than five (5) times;
  - b. Issuer fails to respond to MC End User complaints within the time period specified in the Issuer Agreement more than five (5) times;
  - c. Issuer requires that a MC End User purchase any Issuer affiliated course, activity, or curriculum as a condition of applying for or earning a MC; or
  - d. Digital Promise determines that Issuer's process for evaluation of MC Submissions is unfair or discriminatory.
2. If any of the events listed in Section II.I.1(a)-(d) occur, Digital Promise reserves the right to terminate or renegotiate the Issuer Agreement, pursuant to the terms of the Issuer Agreement.

**J. Reports**

1. Digital Promise shall have the right to review and inspect Issuer's records related to Issuer's MCs, including without limitation records pertaining to MC Submissions, MC Evaluations, and MC End Users relating to such MCs. At Digital Promise's request, Issuer shall provide Digital Promise with reports on Issuer's MCs, including (on a per MC basis) the number of MC Submissions, the number of MC Evaluations, whether MC Evaluations were by Expert Assessors or Peer Assessors, the number of MCs earned, the time from MC Submission to completed MC Evaluation, and any other information reasonably requested by Digital Promise, so long as such reporting is technically possible.

**K. Periodic Performance Review**

1. Digital Promise has the right, at its sole discretion, to conduct performance reviews of Issuer's MC development, MC Resources, MC Evaluation, and complaints, reporting and appeals processes. Digital Promise may provide comments and suggestions to Issuer as the result of such performance reviews. If Digital Promise does provide comments and suggestions, Issuer shall address such feedback to Digital Promise's satisfaction.

**L. Application to Digital Promise**

1. If Digital Promise serves as an Issuer of a MC, it shall abide by the Digital Promise Policies applicable to Issuers, unless otherwise provided in the Digital Promise Policies.

**III. MC End Users and MC Earners**

- A. All MC End Users must comply with the privacy policies and terms of use applicable to the MC Center and the MC Sites. Those policies and terms of use can be found at [www.digitalpromise.org/terms-of-use](http://www.digitalpromise.org/terms-of-use). As specified in the MC Terms of Use, the MC Center and MC Services are intended for use by persons thirteen (13) years of age and over.
- B. A MC Earner owns his/her MC Submission, and such Submission is subject to the provisions of the privacy policies and terms of use governing the MC Center and the MC Sites.
- C. The process for review and evaluation of a MC Submission is described at Section II.G above. A MC Earner may appeal a decision by an Issuer not to issue a MC by following an appeals process specified by the Issuer and posted on the MC Center.

#### **IV. Amendment of Policies and Procedures**

Digital Promise, in its sole discretion, may change, modify, add or remove portions of the Digital Promise Policies at any time. Digital Promise will post notice of such changes on the MC Center, and it is the responsibility of Issuers, Assessors and MC End Users to check the MC Center for such changes.

## Appendix 1 – Defined Terms

1.1. “**Assessor**” means either an Expert Assessor or a Peer Assessor identified by the Issuer to perform MC Evaluations.

1.2. “**Digital Promise Policies**” means the policies and procedures established by Digital Promise relating to the MC Program, including but not limited to: MC End User requirements, Issuer requirements, the development and submission of MC Resources, the process used to earn a MC, the evaluation of a MC Submission, the award of a MC, the appeal of a MC decision, and any terms and conditions relating to the use of the MC Sites and the MC Center. Digital Promise may update the Digital Promise Policies in its sole discretion by giving reasonable advance notice thereof to Issuer or as otherwise set forth in the Digital Promise Policies.

1.3. “**Expert Assessor**,” with respect to an individual MC, means a person with expertise in the subject matter of the MC who is selected by Issuer to determine whether a MC Earner’s MC Submission qualifies such MC Earner to earn a MC.

1.4. “**IP Rights**” means all copyrights, trademark rights, service marks, trade secret rights, patent rights, moral rights, and design rights, whether registered or unregistered, and including any application for registration for any of the foregoing, and any and all intellectual property, proprietary, and other rights of similar nature or effect existing anywhere in the world

1.5. “**Issuer Marks**” means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of MC Resources.

1.6. “**MC**” means a digital micro-credential certificate or badge signifying competency in a particular skill.

1.7. “**MC Center**” means the primary location and pages on the MC Sites where the MC Resources and related content will be made available to potential MC End Users.

1.8. “**MC Earner**” means a person who submits one or more MC submissions, whether or not such individual has earned any MCs.

1.9. “**MC End User**” means a person who accesses any of the MC Resources available on the MC Center, including any MC Earners, or any other person who has interacted with the MC Center, provided, however, that Issuer, Digital Promise, and other MC administrative users are not considered MC End Users.

1.10. “**MC End User Data**” means any data or other information collected or generated from MC End Users in connection with the use of the MC Program or MC Center, including without limitation, MC End User personal information collected through the profile creation process (including without limitation name, address, email, phone numbers, as applicable), transactional information associated with a MC Submission (*e.g.*, name of the MC, time and date of submission, name of the Assessor, assessment outcome, and feedback), MC Submissions, and results of MC Evaluations.

1.11. “**MC Evaluation**” means the evaluation of a MC Earner’s MC Submission by an Assessor to determine whether such MC Earner has earned a MC.

1.12. “**MC Privacy Policies**” means the privacy policies applicable to the MC Center and MC Sites.

1.13. “**MC Resources**” means, with respect to each MC, the documents and related materials created and/or provided by Issuer to guide MC End Users to submit a MC Submission for the purposes of earning such MC.

1.14. “**MC Sites**” means the website or websites where the MC Center is made available by Digital Promise (whether independently or through a third party).

1.15. “**MC Submission**” means, with respect to each MC, the materials (including without limitation documents, graphics, audio, and/or video) submitted by a MC End User to demonstrate competency in order to earn such MC.

1.16. “**MC Terms**” means the terms of use applicable to the MC Center and the MC Sites, including the MC Site operator terms of use specifically applicable to Issuer’s use of the MC Center.

1.17. “**Paid Assessment Fee**” means a reasonable charge that Issuer may impose on a MC Earner for a MC Evaluation performed by an Expert Assessor, but Issuer may only impose such charge after the first fifty (50) MC Evaluations are performed.

1.18. “**Peer Assessor**” with respect to an individual MC, means a person with evidence of having the requisite skills to perform an MC Evaluation who is selected by Issuer to determine whether an MC Earner’s MC Submission qualifies a MC Earner to earn that MC.