De La Salle University Integrated School Faculty Manual

2023 Revised Edition

De La Salle University Manila, Philippines

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DE LA SALLE UNIVERSITY INTEGRATED SCHOOL

Upon consultation with the members of the Technical Panel on the Revision of the Integrated School Faculty Manual composed of administrators and faculty members, as represented by the Integrated School Faculty Association Inc., this Manual is hereby promulgated. This supersedes all other documents on faculty classification, norms for promotions, faculty benefits, and all other related provisions.

Throughout the effectivity of this manual, the Technical Panel shall continue periodically to meet to discuss pertinent matters when the need arises.

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PREAMBLE

De La Salle University is an internationally recognized Catholic university in the Philippines established by the Brothers of the Christian Schools in 1911. Inspired by the charism of St John Baptist de La Salle, the University community, together and by association, provides quality human and Christian education by teaching minds, touching hearts, and transforming lives.

VISION-MISSION

A leading learner-centered and research university, bridging faith and scholarship, attuned to a sustainable Earth, and in the service of Church and society, especially the poor and marginalized.

CORE VALUES

Faith

DLSU is committed to nurturing a community of distinguished and morally upright scholars that harmonizes faith and life with contemporary knowledge in order to generate and propagate new knowledge for human development and social transformation.

Service

DLSU is committed to being a resource for Church and Nation and to being socially responsible in building a just, peaceful, stable, and progressive Filipino nation.

Communion

DLSU is committed to building a community of leaders, competent professionals, scholars, researchers, and entrepreneurs, who will participate actively in improving the quality of life in Philippine society within the perspective of Christian ideals and values.

DLSU INTEGRATED SCHOOL VISION-MISSION

VISION

A leading Science and Technology school dedicated to the transformation of young men and women to become globally competitive 21st century learners imbued with the spirit of Faith, Service, and Communion in Mission.

MISSION

The DLSU Integrated School seeks to develop a culture of excellence through a learner-centered environment integrating Science, Technology, and Research for the service of society, especially the poor.

TWELVE VIRTUES OF A LASALLIAN LEADER

Adapted from Br. Agathon's Virtues of a Teacher, the virtues are grounded on the Lasallian core values of Faith, Service, and Communion in Mission. As Lasallian educators, we aspire to live by these values and conscientiously practice them in the workplace.

Silence – A Lasallian leader avoids unnecessary talk. He/She teaches the art of being silent and that of speaking opportunely. Experience is telling. In choosing silence, he/she reserves his/her words for the best time and reason.

Wisdom – To a Lasallian leader, wisdom is a sublime science that directs behavior and balances passions for the genuine happiness of all. It enables him/her to discern signs and patterns. It allows for a greater appreciation of the eternal, enriching himself and the community he/she serves.

Piety – Through piety, a Lasallian leader fulfills worthily his/her duties for God. He/She guides and leads others in religious sentiments. He/She teaches others to make their actions meritorious by offering them to God and knowing how to ask for help to perform his/her duties well.

Patience – Patience makes us overcome without murmuring and with submission to the will of God all the evils and cares of this life. A Lasallian leader understands that patience is not a shield or a respite from suffering.

Prudence – Prudence makes one see what is necessary from what is to be avoided, thereby, turning away from regrettable misunderstandings. A Lasallian leader must deliberate carefully, judge rightly and order his/her affairs properly.

Gravity – A Lasallian leader exudes the spirit of modesty, politeness, and good order. No crass or harsh words are uttered and fear is eschewed. Instead, compassion, self-mastery, and good humor are exuded as evidence of a wise and mature mind.

Zeal – Zeal is the energy to pursue the glory of God with great affection. A Lasallian leader is a passionate individual who leads by example.

Generosity – Generosity allows a Lasallian leader to sacrifice voluntarily his/her personal interests for the benefit of others. This virtue seeks to make others happy, whether by instruction, advice or through a good example with no other motive than to serve and glorify God.

Humility – A Lasallian leader is a person of character, true to oneself, and not caught in titles, honors, and fame.

Reserve - Reserve is a quality that fuels us to think, speak and act with moderation, discretion, and modesty. A Lasallian leader knows that a careless or impassioned word, gesture, or reaction can create unjustified attention.

Gentleness – Gentleness brings out goodness, sensitivity, and tenderness. A Lasallian leader judges and corrects without harshness, behaves in accordance with good principles, and acts with simplicity and uprightness.

Vigilance – Vigilance makes us diligent, allows us to accomplish that which is good, and enables us to fulfill our obligations worthily.

CODE OF ETHICS FOR DLSU INTEGRATED SCHOOL FACULTY

- 1. They are principled, competent, and strongly committed to being resources for Church and Nation.
- 2. They are intellectually honest.
- 3. They are active searchers of new knowledge and exercise critical self-discipline in using, extending, and transmitting knowledge.
- 4. They are objective and fair in their professional relations with colleagues and treat them with respect.
- 5. They respect the free inquiry of colleagues and welcome objective criticism of their work.
- 6. They respect their students as persons, i.e., under no circumstances will they exploit, harass, and discriminate against students.
- 7. They serve as intellectual guides and counselors to students and hold in strictest confidence any information received in student consultations/interviews except when doing otherwise will serve legal purposes or is required by law.
- 8. They, together with the other stakeholders of the Lasallian community, work for the achievement of the ultimate goals of the University.
- 9. They conduct themselves according to the moral standards of society and the Lasallian guiding principles.

SECTION I

GENERAL STATEMENT ON THE RESPONSIBILITIES AND RIGHTS OF DLSU INTEGRATED SCHOOL FACULTY

A. Statement of Responsibilities

Integrated School (IS) faculty members, consistent with the University Mission Statement of a Catholic educational institution, embody the Lasallian spirit and are active propagators of this spirit serving as a resource for Church and Nation.

In the pursuit of their endeavors and the fulfillment of their responsibilities, the faculty members are expected to:

- 1. possess and pursue competence, professionalism, and excellence in their work;
- 2. exhibit professional courtesy and respect the beliefs of colleagues and students;
- 3. observe intellectual honesty in their search for, use, and transmission of knowledge;
- 4. uphold and pursue legitimate inquiry and accept objective criticism of their work;
- 5. fulfill their roles as intellectual guides and counselors to students, treating them with due fairness and concern;
- 6. adhere to the established and acceptable norms of behavior in the Lasallian community in particular, and society in general; and
- 7. adhere to the Mission Statement and the values that De La Salle University stands for—Christian, Catholic, Lasallian.

B. Statement of Rights

The University recognizes the rights of the faculty enumerated as follows:

- 1. The right to be consulted and be heard on matters that affect them individually and collectively.
- 2. The right to effective participation in the process of decision- and policy-making at all levels.
- 3. The right to be represented to the fullest extent possible in the various bodies that formulate policies, subject to the existing by-laws and/or policies of such bodies, which include but are not limited to the following councils and committees:
 - 3.1 Curriculum and Instruction Committee
 - 3.2 Student Affairs Committee
 - 3.3 Operations Committee
 - 3.4 Student Honors and Awards Committee
- 4. The right to be heard, which includes assent or dissent without fear of any form of reprisal, sanction, or harassment from colleagues and administrators. After a decision is reached, pertinent information shall be disseminated to the general faculty before policies are fully implemented.

In cases where a policy results in an additional and unnecessary burden on the functions that the faculty perform, the latter, through proper channels, may seek a review or repeal of the policy.

- 5. The right to participate in the determination of benefits, privileges, and just salaries commensurate to the qualifications of the faculty and the demands imposed on them by the University (in accordance with Art. XIII, Sec. 3 of the Philippine Constitution).
- 6. The right to information that affects them individually or collectively. Except in emergencies, the University should make sure that prior to any decision, information should have been effectively disseminated through different modes to faculty members to ensure their involvement in decision-making.

In cases of decisions that affect the status of a faculty member, he/she is entitled to a formal explanation of the grounds for such a decision.

- 7. The inherent right to organize among themselves (Article III, Sec. 8 of the Philippine Constitution).
- 8. The right to academic and professional growth and development within the University as well as outside, provided that such activities do not interfere with the efficient performance of the academic duties and functions of the faculty.
- 9. The right to seek redress of grievance (See Appendix H).

SECTION II

EMPLOYMENT NORMS AND CONDITIONS

A. General Functions

- 1. Integrated School (IS) Teaching Faculty are those who are hired on a full-time basis. They are expected to continually participate in the University's pursuit of its mission. In this regard they are to fully concentrate on the following interrelated functions relevant to the positions they occupy:
 - **1.1 Teaching.** Teaching, a primary activity in the University, is understood to mean the act of facilitating the acquisition of knowledge and skills with confidence and direction, geared towards the development of the analytical and creative faculties of students. Furthermore, the function of teaching covers classroom teaching/substitution.
 - **1.2 Teaching Support**. Teaching support includes tasks such as student assessment, class preparation, materials production, student and parent consultation, proctoring, and all other initiatives that facilitate the process of learning.
 - **1.3 Supervision of Co- and Extra-Curricular Activities**. Co- and extra-curricular activities supplement and complement the academic programs. These include educational trips, moderating clubs and organizations, homeroom advising, and other similar activities.
 - **1.4 Research.** Research, the other primary activity of the University, reflects the level of disciplinal specialization attained by the individual and the entire academic faculty. DLSU IS faculty members continually explore areas of inquiry through various forms of research. These forms include basic/applied research, materials development, papers for local and international conferences, articles, monographs, books for publication, research/seminar papers for graduate studies, feasibility studies, creative works, and other research outputs related to external professional activities (e.g., consultancies).

Moreover, the research of permanent faculty members should address the requirements of the discipline, their related field of specialization, and the thrusts of the University.

1.5 Academic Development and Professional Growth. IS faculty members continuously develop their knowledge and skills within the discipline to which they belong. The University shall ensure that they are given support in pursuing graduate studies, conducting research, and participating in conferences/seminars and training programs to fulfill the above-mentioned expectation in accordance with the provisions of the existing IS Faculty Development Program.

The University also recognizes the reality that faculty members have to engage in other professional activities similarly meant to upgrade their skills and knowledge within their respective fields. In this regard, the University allows, within the agreed-upon norms and University policies, the involvement of faculty members in discipline-related consultancies or projects beyond the confines of the academic community.

1.6 Social Engagement. As an extension of their academic functions, IS faculty members participate in various councils/committees/boards that program/plan/implement curricular/co-curricular activities and engage in peer evaluation and similar activities.

They participate in social engagement programs either in University-sponsored community extension projects or in their own community/sectoral/professional organizations, in government/non-government, and local/international organizations. Subject to the approval of the Principal, participation of faculty members in these activities may be regarded as part of their professional and personal commitment to the academic profession.

Social engagement is a process by which an individual or an organization participates in meaningful and collaborative relationships with a community to address socio-political-economic-cultural issues to develop awareness and critical consciousness toward contributing to social and structural transformation.

A Lasallian social engagement may include consultancy, extension programs, and any other collaborative work with communities and organizations where the Lasallian Mission is shared—providing Christian and Human education/transformation. Any engagement opportunity is a venue for formation where the values of faith, service, and communion are espoused.

- **1.7 Special Assignments**. Special assignments are tasks/responsibilities beyond the regular workload as specified in item number 1 of Working Hours and Load of this Manual. Special assignments that would entail substantial regular work, as defined in the IS Operations Manual, may be credited as part of the regular load of the faculty. These shall be specified in their appointment.
- 2. IS Faculty members with Student Services Functions are those primarily engaged by the University to support the academic service programs of the school aligned with the mission of providing holistic formation to the learners and the community. They are expected to participate in the University's pursuit of its mission by fully concentrating on their specific interrelated functions as stated in their job descriptions provided by the University unit to which they are assigned. Among the University units which require the services of these faculty members are the following:
 - 2.1 Guidance and Counseling Unit
 - 2.2 Student Discipline and Formation Unit
 - 2.3 Student Activities Unit
 - 2.4 Sports Development Unit

They follow the ranking system for an IS Teaching Faculty.

B. Working Hours and Load

1. IS faculty members shall devote forty (40) hours a week to the performance of their general functions in the School. The forty (40) hours shall be distributed as follows:

Functions	Hours
Core Workload	
Teaching: 18 units	20.0
Supervision of Co-curricular Activities: 2 units	
Teaching Support (1:1.2) / Academic Development and Professional Growth /	20.0
Social Engagement	20.0
TOTAL	40.0

- 1.1 For Pre-school to Grade three, supervised breaks are considered teaching loads.
- 1.2 Regular workload in excess of forty (40) hours per week shall be considered as overload.
- 1.3 One (1) hour of teaching load shall be credited to an IS faculty who is handling six (6) to nine (9) sections, two (2) hours of teaching load for those who are handling 10 to 14 sections, and three (3) hours for those handling 15 sections and more.
- 1.4 One (1) scheduled hour of Homeroom Session shall be equivalent to one (1) teaching load, while a 30-minute scheduled Homeroom Session shall be equivalent to 0.5 teaching load.
- 1.5 The assignment of the workload and subsequent revisions, if any, shall be upon the recommendation of the concerned administrator, for the approval of the Principal.

- 1.6 At the start of the academic year, faculty members are required to fill out two (2) copies of the Residency Form indicating, per term, the distribution of their weekly 40-hour workload and their daily one (1) hour break and submit these to their respective Academic Supervisors (AS) for approval. Once approved, the AS transmits one (1) copy of the Residency Form to the Office of the Provost.
- 1.7 In cases where there are changes in the distribution of the workload, the concerned faculty member(s) should submit a revised Residency Form not later than one (1) week from the date of the change.
- 1.8 **IS Faculty with Student Services Function**. IS faculty with Student Services functions as stated in the job description provided by their respective units shall devote forty (40) hours of regular workload a week in the exercise of their duties, inclusive of two (2) hours of Social Engagement.

IS faculty may teach a maximum load of five (5) units per term subject to the approval of both the unit head of the faculty and the head of the division managing the load. This load shall merit a corresponding excess in their regular workload and shall be considered an overload. The overload should not affect the faculty member's main tasks.

IS faculty are expected to render service throughout the academic year with scheduled vacation leaves subject to the approval of the unit head, and aligned with the vacation leave provision for all IS Faculty.

The transfer of assignment of the IS Faculty with Student Services functions is the prerogative of the unit head and the receiving division head, subject to the following:

- 1. requirements of the teaching position, and
- 2. if the transfer of assignment is effected, the faculty shall retain his/her rank and scale, and the number of years of service.
- 2. The teaching workload may be reduced in the form of a deloading, provided that the total workload hours per week is forty (40) hours. A reduction in the teaching workload carries with it a corresponding reduction in the allocation of teaching support hours.
- 3. Other forms of deloading may be considered, upon the recommendation of the Principal, subject to the approval of the Provost.
- 4. To maintain the quality of instruction and learning, the University shall exert utmost effort to ensure that faculty members are not assigned to teach more than three (3) consecutive hours and not more than five (5) hours per day. However, when such an arrangement is not practicable, the consent of the faculty member shall be obtained.
- 5. One (1) hour of University Social Engagement (USE) per week may be used for off-campus activities. The remaining one (1) hour is understood to be used for committee work and University activities, including, but not limited to Family Day, JS Prom, Sci-Math Week, Acquaintance Party, Mother-Daughter/Father-Son activities, and educational field trips.
- 6. Notwithstanding the availability of personal time and the USE, the administration reserves the authority to block off certain schedules for mandatory activities, such as meetings and similar activities.
- 7. A faculty member enrolled in graduate classes may be allowed a maximum of four (4) hours per week for academic development and professional growth.
- 8. Supervised Study Time (SST), from pre-school to Grade 2 levels, shall form part of teaching hours. However, there will be no corresponding teaching support hours for SST.

- 9. Other Advising Works (OAW) are mandatory tasks assigned to class advisers and are compensated through honorarium per school month. The honorarium shall be equivalent to 7.5% of the lowest rate for IS faculty based on the official salary scale.
- 10. Faculty members who are assigned a teaching workload beyond the twenty (20) hours of the core workload shall be compensated commensurately based on their overload rate. As a general rule, faculty members may be assigned a maximum overload of five (5) hours a week. A counterpart teaching support hours must be allotted by the faculty member on overload.
- 11. Per DOLE-DECS-CHED-TESDA Order No. 2, series of 1996, overload shall not be considered overtime and shall not form part of the regular or basic pay. The overload rate is determined as follows:

Overload rate = Hourly rate x 100% where: Hourly rate = Daily rate ÷ 8 hours Daily rate = Monthly rate ÷ 22 working days

- 12. The University may assign faculty members to substitute as it may deem necessary. Substitution occurs when a faculty member is temporarily assigned—whether on a daily or prolonged basis—to take the place of an absent teacher.
 - 12.1 Faculty members substituting for a class shall be compensated based on their hourly rate (or its equivalent) or based on the rate of the absent faculty member, whichever is higher but only if the substituting faculty member carries a minimum teaching load of 20 units.

The term Substitute Teacher is reserved for special hires.

- 12.2 When the faculty member is on Official Business, or when the absence is deducted from his/her leave credits, the University shall shoulder the compensation of the substitute.
- 13. Official Business (OB) is when the faculty attends or engages in an activity on behalf of or representing the University. Application for OB shall be determined and approved by the Principal. It must be filed at least five (5) working days before the intended date of the OB.

OB activities may include paper presentations, speaking engagements or attendance in seminars, extracurricular activities of the students that the teachers are supervising, social engagement activities, community engagement done outside the school, participation in government advisory or technical bodies, etc.

For OB outside the University/IS, the faculty should declare "DLSU IS" as his/her affiliation in the presentation and the program.

- 14. Professional activities outside the University/IS shall require the approval of the Provost.
- 15. Operational adjustment may be scheduled for work rendered outside the regular working hours.
- 16. Secondments shall be endorsed by the Principal for the approval of the Provost. These may include:
 - 16.1 Limited practice of the profession (including teaching under a consortium program, or in universities with which De La Salle University has a memorandum of agreement) and industry immersion.
 - 16.2 Special detail to government and non-governmental institutions/organizations (educational and non-educational) with which the University has a memorandum of agreement.
- 17. External consultancy of not more than ten (10) hours per week outside of the faculty member's official working hours may be allowed. This should be endorsed by the Principal for the approval of the Provost.

Upon approval, the faculty must submit a copy of the consultancy contract to the Office of the Provost.

- 18. A faculty member who is hired to take over the entire teaching load of another faculty member for the remainder of the academic year shall be classified as a Replacement and not as a Substitute. Replacement faculty members shall be compensated according to their rank.
- 19. In cases of substitution and replacement, the University shall ensure the competence of the faculty member concerned such that the learning of the students is not compromised.
- 20. Faculty members are required to be on campus during their official working hours inclusive of the daily one (1) hour personal time. Personal time cannot be scheduled during the first or last period of the day. A faculty given a substitution assignment must indicate his/her consent under Personal Time in the Residency Form.

The three (3) shifts for the regular working hours of IS Faculty are presented in Appendix F.

Shift A : 7:30 - 4:30 Shift B : 8:00 - 5:00 Shift C : 9:00 - 6:00

A faculty is considered absent for the whole day when he/she reports to work 4.5 hours after the beginning of the work shift, or if he/she leaves work 4.5 hours before the end of the work shift.

- 21. Tardiness and Absences
 - 21.1 A faculty shall be considered tardy when he/she reports to work after the beginning of the work shift but not beyond 2.5 hours.
 - 21.2 A faculty shall be considered half-day absent when he/she reports to work between 2.5 and 4 hours after the beginning of the work shift, or if he/she leaves between 2.5 and 4 hours before the end of the work shift.

A faculty who reports for work four (4) hours after the official work schedule has started shall be considered absent for a half day provided that the faculty reported on time on that day and does not leave in the middle of the class. If the faculty reports for work 2.5 hours after the start of the workday, but at least 4 hours before the end of the workday, it shall be considered as a half-day absence provided that the faculty does not leave work before the end of the official work schedule.

- 21.3 A faculty may be allowed a maximum of five (5) excused tardiness a year.
- 21.4 Incurring more than five (5) unexcused tardiness in a month shall be considered habitual tardiness.
- 21.5 Habitual tardiness is considered a form of misconduct and shall adversely affect the performance evaluation of a faculty at the end of an academic year.
- 21.6 Tardiness may be excused or unexcused

21.6.1 Excused Tardiness

- 21.6.1.1 When a faculty reports late for work because he/she performed authorized work beyond 8:00 p.m. the night before;
- 21.6.1.2 When tardiness is due to extremely bad weather, social disorder, or any other calamity or breakdown of the shuttle service or analogous circumstances which directly affect and are beyond the control of the faculty;

21.6.1.3 When tardiness is due to events or emergencies that require the personal and immediate attention of the faculty concerned.

Excused tardiness due to a personal emergency must be accompanied by a signed narration of events subject to the validation of the Immediate Head.

The specific reasons cited for 21.6.1.1. to 21.6.1.3. shall be subject to the exclusive determination by and consideration of the University.

Excused tardiness does not merit any sanction or penalty. However, excused tardiness, except for authorized work beyond 8:00 PM the night before, shall be subject to a salary deduction equal to the payment of the substitute.

21.6.2 Unexcused Tardiness

Unexcused tardiness shall be sanctioned with both disciplinary action and salary deduction. The rate of the salary deduction shall be based on the payment for the Substitute.

21.6.3 Undertime

A faculty shall be considered undertime when he/she leaves within 2.5 hours before the end of the work shift. The faculty should inform the immediate supervisor of the intention to go undertime either by phone, email, text message, or verbal notification. An undertime report form should be submitted upon the faculty member's return to work. If an undertime is not meritorious, then the faculty shall be considered absent for the day. An undertime is subject to a salary deduction, which shall be based on the payment for the Substitute.

Any form of non-compliance with the official work schedule that cannot be classified as undertime, tardiness, or half-day shall be considered as a whole day absence.

21.6.4 Absence

- 21.6.4.1 A faculty who is absent may file for an excused absence by writing a letter to his/her Vice Principal.
- 21.6.4.2 An absence may be considered an excused absence in cases of illness, serious accidents/hospitalization, or death of an immediate family member (father, mother, siblings, legitimate spouse, recognized and/or adopted children, and in-laws living with the concerned faculty).
- 21.6.4.3 An excused absence shall not merit any sanction or penalty. However, it shall be subject to a salary deduction based on the payment for the Substitute or charged to the faculty member's Emergency or Service Incentive Leave, if applicable.
- 21.6.4.4 An unexcused absence is sanctioned with both disciplinary action and a salary deduction equivalent to the daily rate of the faculty for each day of absence.

SECTION III

BENEFITS, DEVELOPMENT PROGRAMS, AND INCENTIVES

- **A. Benefits Mandated by Law.** All IS faculty members shall be entitled to the benefits mandated under the laws of the Republic of the Philippines.
 - 1. Social Security System (SSS) Benefits https://www.sss.gov.ph/sss/appmanager/pages.jsp?page=ssbenefits
 - 2. Pag-IBIG Benefits:
 - 2.1 Housing loan https://www.pagibigfund.gov.ph/Availmentofnewloan.html
 - 2.2 Multi-purpose loan https://www.pagibigfund.gov.ph/STL_MPL_Calamity.html
 - 2.3 Calamity loan https://www.pagibigfund.gov.ph/STL_MPL_Calamity.html
 - 2.4 Pag-IBIG Savings Claim https://www.pagibigfund.gov.ph/ProvidentBenefitsClaim.html
 - **3. PhilHealth** Benefits: https://www.philhealth.gov.ph/benefits/
- **B.** Across-the-Board Increases in Salary. All IS faculty members shall be entitled to receive the across-theboard increases in salary granted by the University.
- **C. Health Care Plan.** All IS faculty members shall be covered by a health care plan, at the cost of the University, the provider of which shall be selected through the University Health Care Committee.
- **D. Allowances and Subsidies.** Probationary and Permanent IS faculty members are entitled to the following allowances and subsidies, the specific amounts of which shall be determined by the University:
 - 1. Rice Subsidy
 - 2. Clothing Allowance
 - 3. Medical Allowance
- **E. Faculty Development Program.** The University shall develop and maintain an active and viable Faculty Development Program (FDP) for the professional development of IS faculty members. The FDP, which includes a provision for research incentives, is described in detail in the Faculty Development Manual that is reviewed every three (3) years.
- **F.** Brother President Scholarship Program (BPSP) and Centennial Scholarship Program (CSP). The University shall allot a number of scholarship slots for the children of IS faculty members. These shall include slots under the Brother President Scholarship Program (BPSP), the Centennial Scholarship Program (CSP), and other relevant scholarship programs.
- **G. Research Incentive.** Permanent faculty members who finished their master's degree and have served for at least five (5) cumulative years will receive a research incentive equal to one hundred percent (100%) of their monthly salary for any paper or creative work in line with their respective areas of specialization, appearing in a publication with an ISBN or an ISSN within the academic year. In some cases, a review of the articles with ISBN or an ISSN may be considered. The research incentive shall be equivalent to seventy-five percent (75%) of the monthly salary for publishable research completed within the academic year, or for a research-based paper delivered in a public forum. The incentive will come from the available funds of the

Integrated School Faculty Development Program (IS FDP) and shall follow the existing University guidelines and procedures.

H. Longevity Benefit. Faculty members with the appropriate number of years of service shall be entitled to longevity pay until the age of 60, following the policies and procedures of the University.

10 to less than 15 years:	one-month basic salary
15 to less than 20 years:	one-and-a-half-month basic salary
20 to less than 25 years:	two-month basic salary
25 to less than 30 years:	two-and-a-half-month basic salary
30 to less than 35 years:	three-month basic salary
35 or more years:	three-and-a-half-month basic salary

The longevity pay shall be pro-rated to exclude leaves without pay taken during the academic year.

- I. Vacation. The following periods shall be considered equivalent to approved vacation leaves for all IS faculty members. During these periods, the IS faculty members shall not be required to report to work.
 - 1. Mid-Year break
 - 2. Christmas break
 - 3. Summer break

The inclusive dates of the breaks/periods stated above shall be released by the Office of the IS Principal at the start of every academic year.

In addition to the breaks listed above, IS faculty members shall not be required to report to work on days when classes are suspended due to inclement weather or proclamations of the local or national government.

J. Leave Benefits

1. Sick Leave (SL)

- 1.1 A permanent IS faculty member is entitled to a short-term sick leave, which should not exceed fifteen (15) days per academic year.
- 1.2 Probationary IS faculty members shall be entitled to the following sick leaves:

1st year	-	Five (5) days per academic year
2nd year	-	Ten (10) days per academic year
3rd year	-	Fifteen (15) days per academic year

- 1.3 The IS faculty member should immediately notify his/her immediate supervisor so that a Substitute can be provided. The Substitute shall be paid for by the school.
- 1.4 A faculty member who avails of sick leave for three (3) or more working days will have to present, upon return, a medical certificate validated, and a fit-to-work clearance issued by the Medical Officer of the HSU/HSO. Failure to do so will mean that the payment for the Substitute/s shall be charged to the faculty.
- 1.5 For permanent faculty, unused sick leave of a maximum of thirty (30) days may be convertible to cash at present value or may be used for prolonged illness.
- 1.6 The University shall pay for the Substitute of a faculty member who has exhausted the number of absences allotted for sick leave.

2. Prolonged Sick Leave

- 2.1 A permanent faculty member who is confined in a hospital, unable to leave the house due to illness, or certified ill by a medical doctor and confirmed by the University physician on a visit, and is, therefore, unable to teach/work for more than fifteen (15) days, is entitled to a full basic salary of up to one (1) month.
- 2.2 During the second and third months of prolonged sickness, the difference between a faculty member's regular basic salary and that of the Substitute's overload/part-time rate will be paid to the faculty member. Should the Substitute's pay exceed that of the faculty, the difference shall be shouldered by the University.
- 2.3 Beginning with the fourth month, he/she shall be considered automatically on leave without pay until he/she fully recovers. Any sick leave beyond three (3) months will not be credited towards years of service but it will not disrupt the continuity of service towards longevity and retirement.
- 2.4 At the end of any prolonged sick leave, a faculty member should present a certification issued and/or endorsed by the University physician attesting to his/her full recovery.
- 2.5 The aforementioned benefit is non-cumulative and may be availed only once during an academic year.
- 2.6 A probationary faculty member who has served the University for at least one (1) year and who contracts a prolonged illness as defined above, shall be entitled to a full basic salary of up to one (1) month. Inability to return to service after one (1) month shall be a cause for an immediate review of his/ her contract by the Renewal/Permanency/Service Review Board.

3. Service Incentive Leave

- 3.1 Faculty members who have served the University for one (1) year may avail of eight (8) days of service incentive leave with pay. The use of this leave benefit shall not require the presentation of any document to substantiate the reason for the leave. Except in highly meritorious cases, as determined by the Unit Head, this leave should be filed at least five (5) working days before the intended date of absence.
- 3.2 Availment of the service incentive leave shall be allowed only when at least 80% service level per subject/strand/cluster area comprising at least ten (10) faculty members (excluding administrators) can be maintained. This leave may be availed for a maximum of two (2) working days per application. Faculty members are not allowed to avail of two (2) successive service incentive leaves; a previously approved leave must be availed of first before applying for another.
- 3.3 Service incentive leaves not availed at the end of the academic year shall be converted to cash in full amount.

4. Parental Leave

- 4.1 A parental leave of four (4) working days per academic year shall be granted to a married faculty who has rendered at least one (1) year of service to the University and has a recognized and/or adopted child.
- 4.2 For faculty members who are solo parents, as defined by R.A. 8972 or the Solo Parents' Welfare Act of 2000, who have rendered at least one (1) year of service to the University, shall be granted a total of seven (7) working days of parental leave per academic year.
- 4.3 Parental leave shall be non-cumulative and non-commutative.
- 4.4 The application for leave shall be filed at least one (1) day before the intended date of absence.

5. Emergency Leave

- 5.1 An emergency leave with pay for not more than five (5) working days shall be granted to IS faculty members directly affected by such contingencies as:
 - death, or serious accident/illness of a member of the immediate family (including parents, only for this purpose). Serious illness is to be determined by a physician; and
 - natural and man-made calamities such as fire, earthquake, flood, lahar, volcanic eruption, tidal wave, etc.
- 5.2 For permanent faculty members, such leave may, in exceptional and feasible cases, be extended to ninety (90) calendar days. Although such extension shall merit no pay, and shall not be credited toward years of service for promotion, longevity, and retirement purposes, it shall not constitute a disruption in the continuity of service.

6. Study Leave

6.1 Endorsed or Sponsored by the University

- 6.1.1 Application for study leave shall be governed by the policies and guidelines of the IS Faculty Development Program or the memorandum of agreement governing the scholarship grant. The duration of the leave will depend on the requirements of the degree and the availability of the program in the Philippines. For a Master's program, the leave should not exceed two (2) years; for a doctoral program, the leave should not exceed four (4) years. A one-year extension may be allowed, subject to the provisions of the IS Faculty Development Program.
- 6.1.2 For permanent faculty members, the period of study leave shall be credited toward years of continuous service, including determination of years of service for purposes of promotion, research incentive, longevity benefits, and retirement benefits, unless specified otherwise in a contract or agreement.
- 6.1.3 For probationary faculty members, the number of years of teaching at DLSU prior to the start of the study may be counted as part of the probationary period upon their return.

6.2 Study/Training Not Sponsored by the University

- 6.2.1 Application for study leave/training shall be governed by the policies and guidelines of the IS Faculty Development Program or the Memorandum of Agreement governing the scholarship grant.
- 6.2.2 For permanent faculty members, the period of study leave shall be credited toward years of continuous service, including determination of years of service for purposes of promotion, personal leave, research incentive, and longevity benefits.
- 6.2.3 For probationary members, the number of years of teaching at DLSU prior to the start of the study/training may be counted as part of the probationary period upon their return.

6.3 Study and/or Research Work Leave for Personal Reasons

- 6.3.1 A permanent faculty member may apply for a one (1) study and/or research work leave without pay for reasons of professional growth. This leave shall disrupt the continuity of service.
- 6.3.2 This leave may be extended upon the discretion and approval of the Provost.

7. Wellness Leave

A permanent faculty member may apply for a one (1) term vacation leave without pay for personal wellness. The leave may be extended for a maximum of two (2) more terms, upon certification or clearance of the HSU/HSO Medical Officer or a Psychologist of the Lasallian Center for Inclusion, Diversity, and Well-being (LCIDWell). The faculty member should not work for the duration of this leave.

K. Disability Benefits. In addition to the SSS benefits for long-term sickness and permanent total disability, a permanent faculty member with at least three (3) years of service who is permanently disabled will receive a lump sum amount consisting of his/her latest monthly salary multiplied by the number of years of service, provided that the amount of disability benefits shall not be less than P50,000 nor more than P300,000, and provided further that the faculty member at the time of disability is not eligible for early retirement benefits under the CEAP Plan. If he/she is eligible for early retirement, the faculty member shall be entitled to whichever amount is higher.

L. Retirement Benefits

The mandatory retirement age for IS faculty members is sixty-five (65). Early retirement may be availed by an IS faculty who reaches the age of fifty (50) and with twenty (20) years of service as of the last working day of the trimester when he/she turns fifty (50).

1. Retirement benefits shall be in accordance with Philippine laws except where the number of years of service fall below the number required under University policies.

	University's Contribution	IS Faculty Contribution	Reference Numbers of Notes Below
Plan A (CEAP)	4% (mandatory)	1%	#1
Plan B (Optional)	2%	2%	#2
Plan C (Not applicable to IS)	4%	0	
Plan D (Optional)	3%	2%	#4

2. The University's retirement benefits consist of the following plans:

- #1 IS faculty members are entitled to Plan A in accordance with the policies of the CEAP Retirement Plan (See Appendix J CEAP Retirement Plan, page ___).
- #2 IS faculty members are entitled to Plan B, for which they contribute two percent (2%) of their basic salary, inclusive of the contribution to PAG-IBIG. The University commits itself to match the IS faculty's contribution (2% of the basic monthly salary minus the contribution to PAG-IBIG). The total contributions go to a retirement fund governed by policies like those of the old CEAP Retirement Plan effective prior to October 1989.
- #4 IS faculty members who have opted for Plan B may opt to participate in Plan D whereby they commit themselves to save two percent (2%) of their basic salary while the University matches this with a three percent (3%) contribution. The total contribution will be added to the University's additional Retirement Fund Plan and will also be governed by the rules like those of the old CEAP Retirement Fund effective prior to October 1989.

Addendum regarding the old CEAP Retirement Plan:

Retirement Plans B and D will follow the old CEAP provisions effective prior to and other policies that may be stipulated by the Retirement Board.

3. For faculty members who were hired before AY 2022-2023.

- 3.1 These faculty members will follow the existing plan provisions until age 60.
- 3.2 When the faculty member reaches the age of 60, the retirement benefit due under the current retirement plan will be determined. For purposes of computing retirement benefits, a faculty member who has served the University for at least thirty (30) years shall be deemed promoted two (2) full steps upon retirement. A faculty member who has served the University for at least 20 years but less than 30 years shall be deemed promoted one (1) full step upon retirement.
- 3.3 Retirement benefits shall be computed based on twenty-eight (28) days. The retirement benefit due shall be the higher of the University's share in Funds A, B, and D or the minimum guarantee of one (1) month's (28 days) salary multiplied by the number of years of service as of age 60.
 - 3.3.1 If the guaranteed minimum amount is higher than the University's share in Funds A, B, and D, the difference between the guaranteed minimum amount and the University's share in Funds A, B, and D will be set aside in a separate retirement account, Fund G.
 - 3.3.2 On the other hand, if the University's share in Funds A, B, and D is higher than the guaranteed minimum amount, then no Fund G account will be created for the faculty member.
- 3.4 The University will continue to make its regular contributions to Funds A, B, and D plus Funds F, if eligible, until the actual retirement, or separation of the faculty member but not beyond the mandatory retirement age of 65.
- 3.5 At retirement, or separation from service, the faculty member will receive the entire balance (employee and University shares) under all the Funds where the faculty member participated in.

4. For faculty members hired from AY 2022-2023 onwards:

- 4.1 The University shall make the same contributions to the Funds (A, B, and D plus and F, if eligible) for these faculty members.
- 4.2 However, for this group of faculty members, the University's contributions to Funds B and D will be compulsory regardless of whether they contribute to these Funds or not. This would somehow compensate them for losing the defined benefit guarantee.
- 4.3 At retirement or separation from service, the employee will receive the entire balance (faculty and University shares) under all the Funds where the faculty member participated in.
- 4.4 However, if the total benefit under Funds A, B, and D attributable to the University's contributions on the faculty's behalf should fall short of the minimum retirement benefit specified by the law in effect at the time of his/her retirement, the University shall make up for the difference.

5. The following privileges shall be accorded to retired IS faculty members:

- 5.1 Permanent employee Identification Cards
- 5.2 Complimentary use of the services of the clinic, counseling, library (room use only), gymnasium/sports, email account, and discounts for purchases at the bookstore and the canteens
- 5.3 Publications of the University which are furnished to the IS faculty, in general
- 5.4 Invitations to University activities and discounts on tickets, where applicable

M. Death Benefits

- When a permanent IS faculty member who is a member of the IS Faculty Association dies, members of the IS Faculty Association will contribute the equivalent of their one (1) hour pay. The University will give an amount equivalent to one-and-a-half (1.5) times the total contribution of the faculty. The University shall advance, within 48 hours from the demise of the member, an amount sufficient to cover pre-burial expenses.
- 2. An IS faculty member who has served the University for at least ten (10) years before death is entitled to a 100% tuition waiver for one (1) child for a regular collegiate program in the University. An IS faculty member who has served the University for twenty (20) years prior to death is entitled to a 100% tuition waiver for two (2) children for a regular collegiate program in the University.
- 3. A retired faculty member with twenty (20) years of service to the University who dies is entitled to a 100% tuition waiver for two (2) children for a regular collegiate program in the University.
- **N.** Parking Privileges. Parking privileges are extended to members of the IS Faculty Association subject to the rules and procedures of the University.

SECTION IV

FACULTY RANKS AND STEPS

A. Faculty Ranks

1. For hiring, the IS faculty shall be classified into ranks and steps, covering a total of 11 steps.

Rank Title	Rank – Step
Master Teacher I	II – A to II – C
Teacher	I – A to I – H

2. For Promotion, the IS faculty shall be classified into ranks and steps, covering a total of 28 steps.

Rank Title	Rank – Step
Distinguished Teacher	IV - A to $IV - C$
Senior Teacher	III – A to III – C
Master Teacher V	II – M to II – N
Master Teacher IV	II – J to II – L
Master Teacher III	II – G to II – I
Master Teacher II	II – D to II – F
Master Teacher I	II – A to II – C
Teacher	I – A to I – H

3. To enter a rank and step, whether by way of hiring or promotion, the IS faculty must satisfy all the criteria specifically set forth for the appropriate rank and step.

SECTION V

EMPLOYMENT STATUS

A. Recruitment

The primary responsibility of recruiting qualified IS faculty members rests with the Academic Supervisors/Unit Directors. Nevertheless, any bona fide member of the DLSU community may invite qualified individuals to become faculty member of the DLSU IS. However, the determination of the rank and step (with the corresponding salary rate) shall be vested in the IS Faculty Hiring Board.

B. Hiring

1. The criteria for hiring for each rank and step are the following:

Area	Conditions
Degree attained	As contained in Appendix A
Graduate studies	As contained in Appendix A
Research output	As contained in Appendix A
Years of experience	As contained in Appendix A
Teaching demonstration	An average rating of at least 4.0 in the Classroom Observation Tool used by evaluators for Demo Teaching
Interview	Must pass the interview
Health condition	No significant negative medical condition, as attested by the University Medical Officer
Relevant professional license	Professional license, as required by law

2. The IS Faculty Hiring Board

The IS Faculty Hiring Board may be convened before the start of classes. The Office of the IS Principal (OISP) shall be responsible for convening the IS Faculty Hiring Board.

2.1 Composition of the Hiring Board

IS Principal (as Presiding Officer) Vice Principal (relevant to the position) Chair/Academic Supervisor/Unit Director (relevant to the position) Senior IS Faculty (relevant to the department/division/unit) IS Faculty Association President or appointed representative

- 2.2 Functions of the Hiring Board
 - 2.2.1 The Chair/Academic Supervisor/Unit Director sitting on the IS Faculty Hiring Board shall be responsible for presenting the credentials of the person to be hired and providing the justification for the hiring.
 - 2.2.2 The board shall try to achieve a consensus. If this is not possible then the majority vote prevails.
 - 2.2.3 The IS Faculty Hiring Board shall make the recommendation to the Provost regarding the hiring of an IS Faculty.

- 3. Contract of Employment
 - 3.1 The Contract of Employment between the University and the IS faculty member should be signed and returned to the Office of the Provost not later than two (2) weeks before the first pay date. Any delay in the return of the Contract of Employment may result in the delay of the release of the first pay of the faculty member.
 - 3.2 The Principal and Vice Principal shall sign as the witnesses on the Contract of Employment.
- 4. IS New Faculty Orientation

All newly-hired faculty members are required to attend the IS New Faculty Orientation organized by the Office of the IS Principal which is held within three (3) weeks before the start of the academic year. For faculty members hired within the academic year, a special orientation shall be given.

- 5. Newly-Hired Faculty Access to the Campus
 - 5.1 Once the faculty is officially hired, the Office of the Provost shall ensure that the new faculty members are issued a DLSU Identification (ID) Card. Newly-hired faculty members who may not have been issued the DLSU ID shall be required to wear a temporary Access Pass.
 - 5.2 The faculty shall also be issued a My.LaSalle account, inclusive of an email account.

C. Renewal

- 1. IS faculty members have a probationary period of three (3) years covered by an annual Contract of Employment.
- 2. The Contract of Employment of a probationary faculty is deemed expired unless the faculty member has been informed of his/her renewal in writing.
- 3. The Vice Principal should send the recommendation on whether to renew the appointment of the probationary faculty member to the Office of the IS Principal not later than sixty (60) working days before the expiration of the current Contract of Employment.
- 4. The Office of the IS Principal shall be responsible for convening the IS Faculty Renewal Board.
- 5. Criteria for Renewal

For renewal, the rank and step are retained. The criteria for renewal are the following:

Area	Conditions
Health condition	No significant negative medical condition, as attested by the University Medical Officer
Job performance	Performance Evaluation Rating of at least 4.000 for the current academic year
Professional growth (attendance in conferences, participation in professional organizations, etc.)	Attendance in at least one (1) conference in a relevant field for the current academic year, OR Active participation as an officer/member in a relevant professional organization within the academic year

Area	Conditions
	Professional license, as required by law
Relevant Professional license	Education graduates and those who have completed a teacher certificate program must acquire a PRC License in Year 2; non-Education degree graduates and those who have not completed a teacher certificate program must acquire a PRC License in Year 3.
Social engagement	Active participation in University activities or external community engagement projects
Values and attitudes reflecting the Lasallian	A weighted average rating of 4.000 in the Lasallian
mission	Values Evaluation Tool.
Compliance with University policies	A weighted average rating of 4.000 in the Compliance Evaluation Tool.

6. The IS Renewal Board

An IS Faculty Renewal Board shall be convened no later than 45 working days before the expiration of the current Contract of Employment to deliberate on whether a probationary faculty member will be renewed for the 2nd or 3rd year. The Office of the IS Principal shall convene the IS Faculty Renewal Board.

6.1 Composition of the Renewal Board

Integrated School Principal (as Presiding Officer) Vice Principal (relevant to the position) Chair/Academic Supervisor/Unit Director (relevant to the position) Senior IS Faculty (relevant to the department/division/unit) IS Faculty Association President or his/her appointed representative

- 6.2 Functions of the Renewal Board
 - 6.2.1 The Chair/Academic Supervisor/Unit Director sitting in the IS Faculty Renewal Board shall be responsible for presenting the credentials of the person to be renewed and providing justification for the renewal.
 - 6.2.2 The board shall try to achieve a consensus. If this is not possible then the majority vote prevails.
 - 6.2.3 The IS Faculty Renewal Board shall make the recommendation to the Provost on the renewal of the IS Faculty.

D. Permanency

- 1. In highly meritorious cases, the probationary period may be shortened for an IS faculty member who has served for at least two (2) years and who has consistently displayed outstanding performance in all aspects of his/her job and excellent Lasallian values.
- 2. The Vice Principal should send the recommendation to the Office of the IS Principal (OISP) for the permanency of an IS Faculty. The OISP shall endorse the recommendation to the Provost.
- 3. The Office of the Provost shall be responsible for the convening of the IS Faculty Permanency Board.

4. Criteria for Permanency

For permanency, the rank and step are retained. The criteria for permanency are the following:

Area	Conditions
Health condition	No significant negative medical condition, as attested by the University Medical Officer
Job performance	Average Performance Evaluation Rating of at least 4.000 for three (3) years
Professional growth (attendance in conferences, participation in professional organizations, etc.)	Attendance in at least one (1) conference in a relevant field for the current academic year OR Active participation as an officer/member in a relevant professional organization within the academic year
Relevant Professional License	Professional license, as required by law
Social engagement	Active participation in University activities or external community engagement projects
Values and attitudes reflecting the Lasallian	A weighted average rating of 4.000 in the Lasallian
mission	Values Evaluation Tool.
Compliance with University policies	A weighted average rating of 4.000 in the Compliance Evaluation Tool.

5. IS Faculty Permanency Board

5.1 Composition of the Permanency Board

Provost (as Presiding Officer) Integrated School Principal Vice Principal (relevant to the position) Chair/Academic Supervisor/Unit Director (relevant to the position) Senior IS Faculty (relevant to the division/department/unit) ISFA President or his/her appointed representative

- 5.2 Functions of the Permanency Board
 - 5.2.1 The Chair/Academic Supervisor/Unit Director sitting in the IS Faculty Permanency Board shall be responsible for presenting the credentials of the person to be permanent and providing justification for the permanency.
 - 5.2.2 The board shall try to achieve consensus. If this is not possible then the majority vote shall prevail.
 - 5.2.3 The IS Faculty Permanency Board shall make the recommendation to the Provost on the permanency of the IS Faculty.

E. Promotion

- 1. Application for Promotion
 - 1.1 At the beginning of each academic year, a permanent IS faculty member with at least one (1) year residency in his/her current rank-step may write to the Principal to request for promotion in rank-step, the effectivity of which is for the current academic year. The letter of application for promotion should be submitted with all the necessary supporting documents.

- 1.2 A faculty who has just been made permanent may apply for promotion in rank-step the effectivity of which is for the current academic year when he/she was made permanent.
- 1.3 Based on the review, the Vice Principal recommends to the Principal the faculty member for promotion after ascertaining that the applicant has satisfied the minimum requirements. The Provost shall head the board for Faculty recommended for promotion from Rank IV Step A to C.
- 1.4 The Principal, in consultation with the immediate supervisor and peers, reviews the performance of the faculty member applying for a promotion.
- 1.5 The application for promotion of IS faculty members who received a national or international award/distinction within the current academic year shall be forwarded to the Provost.
- 1.6 An IS faculty member who applies for promotion of more than one (1) step must comply with all the requirements for each step.
- 1.7 If the Vice Principal does not recommend a faculty member for promotion, he/she transmits the application to the Principal.
- 1.8 The Office of the IS Principal (OISP) shall be responsible for convening the IS Faculty Promotions Board.
- 2. Criteria for Promotion

The faculty applying for a promotion must meet ALL of the following:

Area	Conditions			
Degree attained	As contained in Appendix B			
Further studies (units)	As contained in Appendix B			
Research output	As contained in Appendix B			
Residency Requirement	One (1) year in the current rank-step			
Job performance	As contained in Appendix B			
Professional growth (attendance in conferences, participation in professional organizations, etc.)	Attendance in at least one (1) conference in a releva field for the current academic year, OR Active participation as an officer/member in relevant professional organization within the academic year			
Relevant Professional License	Professional license, as required by law			
Social engagement	Active participation in University activities, or external community engagement projects			
Values and attitudes reflecting the Lasallian mission	A weighted average rating of 4.000 in the Lasallian Values Evaluation Tool.			
Compliance with University policies	A weighted average rating of 4.000 in the Compliance Evaluation Tool.			

- 3. IS Faculty Promotions Board
 - 3.1 Composition of the Promotions Board

Integrated School Principal (as Presiding Officer) Vice Principal (relevant to the position) Chair/Academic Supervisor/Unit Director (relevant to the position) Senior IS Faculty (relevant to the academic discipline) ISFA President or his/her appointed representative

- 3.2 Functions of the Promotions Board
 - 3.2.1 The Chair/Academic Supervisor/Unit Director sitting in the IS Faculty Promotions Board shall be responsible for presenting the credentials of the person to be promoted and providing justification for the promotion.
 - 3.2.2 The board shall try to achieve a consensus. If this is not possible then the majority vote shall prevail.
 - 3.2.3 The IS Faculty Promotions Board shall make the recommendation to the Provost regarding the promotion of an IS faculty.

F. Resignation

- An IS faculty member who decides to sever relations with the University on his/her own accord must give the administration prior notice of at least one (1) month before the end of the academic year when he/she intends to leave. To be fair to the University, if an IS faculty member foresees that he/ she will not be available for an academic year, he/she should submit his/her resignation effective at least one (1) month before the beginning of an academic year, so that the necessary adjustments can be made about scheduling and the appointment of other faculty members. This requirement may be waived only for meritorious reasons and with the express consent of the University.
- 2. An IS faculty member who fails to comply with this provision shall:
 - 2.1 be classified as being on AWOL (Absence Without Leave),
 - 2.2 merit a dishonorable dismissal from the faculty roster,
 - 2.3 forfeit all benefits,
 - 2.4 not be issued clearance, and
 - 2.5 be ineligible to return to the University.
- 3. IS faculty members who resigned in good standing may return to the University, subject to the prevailing conditions of the current IS Faculty Manual and the decision of the IS Faculty Hiring Board.
 - 3.1 A permanent IS faculty member who returns within one (1) calendar year from the date of resignation need not undergo the probationary period. However, the counting of his/her years of service shall revert to zero (0).

G. Termination

- 1. Permanent IS faculty members may be severed from service at the instance of the University for a cause and after due process.
- 2. The process for termination of a permanent IS faculty member should begin with the established grievance mechanism.

H. Convening of the Technical Panel on the Revision of the IS Faculty Manual

The Technical Panel on the Revision of the IS Faculty Manual may be convened upon the written request of any of its members regarding any concern involving the interpretation and/or implementation of any provision of this Manual.

SECTION VI

FACULTY EVALUATION

An IS faculty member is expected to possess instructional competence and reflect the values and attitudes of a Lasallian educator. The University, therefore, regularly conducts (or offers) regular mentoring and supervision programs for IS teachers.

A. Procedure for Performance Evaluation

A faculty member is evaluated by his/her Academic Supervisor/Chair/Director, the Vice Principal concerned, and Assistant Principal, where applicable.

1. Pre-Conference

The teacher is informed about the expected outcomes of classroom instruction, or the different aspects that are considered in the performance of his/her duties. The immediate supervisor gives the orientation during a departmental meeting.

2. Observation

2.1 Pop-In Visit

The pop-in visit is conducted several times a year. It is a short (5-10 minutes), informal visit and does not use an evaluation tool. Instead, anecdotal, or narrative reports can be shared with the teacher for the improvement of classroom instruction and/or management.

2.2 Classroom Visit

This is an unscheduled formal visit by the Academic Supervisor/Chair/Director, Vice Principal, and/or Assistant Principal, where applicable, and is followed by a post-conference.

3. Post-Conference

The post-conference should be conducted one (1) or two (2) weeks after the classroom visit. The evaluation tool and the teacher's scores are shown to the teacher. Areas of strength and improvement are also discussed.

- 4. The performance evaluation of IS faculty members with Student Services functions follows the same process using the evaluation tools appropriate for the position.
- 5. The faculty shall receive the evaluation form and acknowledge on the form that it was discussed with him/her.

B. Criteria for Evaluation

- 1. For Renewal/Permanency
 - 1.1 Effective Teaching/Job Performance
 - 1.2 Service to the Community
 - 1.3 Compliance with School Regulations and Administrative Requirements
 - 1.4 Values and attitudes reflecting the University's Vision-Mission
 - 1.5 Professional Development

2. For Promotion

- 2.1 Effective Teaching/Job Performance
- 2.2 Service to the Community
- 2.3 Compliance with School Regulations and Administrative Requirements
- 2.4 Lasallian Values and Attitudes reflecting the University's Vision-Mission
- 2.5 Professional Development
- 2.6 Research or Publication (if applicable)

SECTION VII

FACULTY DISCIPLINE AND GRIEVANCE

Grievances against any member of a Lasallian academic community are best settled through sincere dialogue and discussion. It is only as a last resort that one must take formal procedures to settle grievances.

Communication is necessary if members of the academic community are to interact satisfactorily. Those affected should not wait for a crisis to develop before attempting to settle the matter amicably.

Only when a grievance is expressed in writing and duly signed by the aggrieved party does it become a formal complaint requiring a formal procedure for resolution.

The normal procedure is for the complainant to send a written communication to the Principal, within two (2) weeks after a dialogue between the parties is unresolved. The Principal or Vice Principal, where applicable, then tries to settle the grievance amicably within the unit concerned. If an amicable settlement is not reached then the Principal convenes a Grievance Board to decide on the matter. Ordinarily, a formal complaint should be filed within three (3) months after the grievous offense.

Without prejudice to the provisions of the Labor Code, and related laws/regulations, a faculty member who commits any of the following non-exclusive offenses may be disciplined following the Table of Offenses and Sanctions set forth hereunder after due investigation and establishment of guilt after due process.

Please refer to Appendix K for the DLSU Safe Spaces Policy and Program, p. 54; Appendix L for the DLSU IS Child Protection Policy and Program, p. 66. For cybercrime offenses, please refer to RA no. 10175 also known as the Cybercrime Prevention Act of 2012.

A. Composition of the Service Review Board

Integrated School Principal (Chair) Vice Principal Academic Supervisor/Chair/Director of the faculty concerned IS Faculty Association President or his/her Representative Senior Faculty acceptable to both complainant and respondent

B. Functions of the Board

- 1. Defines the procedures to be followed in the conduct of its hearings.
- 2. It Summon witnesses or persons of interest whose testimonies are needed to arrive at a just and fair decision.
- 3. It Access all information and documents relevant to the case with the utmost confidentiality.
- 4. It Exercises fairness and objectivity in hearing and deliberating on the merits of the case, without prejudice to either the complainant or the defendant.
- 5. Renders a decision that is consistent with its findings.
- 6. It Submits its recommendation on the case to the Provost who may affirm, modify, or reverse the decision/recommendation of the Board.

C. Provision for Appeal

- 1. Any party not satisfied with the decision of the Provost may file an appeal to the University President.
- 2. The appeal should be filed no later than fifteen (15) calendar days from the date of receipt of a copy of

the decision of the Provost.

3. If no appeal is filed within the prescribed period, the decision is deemed final and executory.

D. Table of Offenses and Sanctions

Legend for Penalty

- 1 Warning
- 2 Reprimand
- 3 Suspension (the duration of which shall depend on the gravity of the offense)
- 4 Termination for cause (subject to legal action)

OFFENSES		Occurrence & Penalty		
	1 st	2 nd	3 rd	4 th
 Non-performance of any of the prescribed functions and contractual obligations such as the following, among others: 				
1.1. tardiness from class without justification apart from sickness	1	2	3	4
1.2. unjustified failure to submit accurate grades and other required				
documents according to deadlines, or submitting inaccurate reports		2	3	4
1.3. absence without prior notice or arrangement with and approval by the Immediate Head except for emergencies		2	3	4
 Inflicting bodily injury on any member of the academic community within the University 		4		
 Making malicious, obscene, or libelous statements about the person of any member of the academic community 		3	4	
 Disorderly behavior and/or destruction of University property 		3	4	
 Misuse of University name, property, or equipment for personal and/or commercial purposes 		3	4	
6. Grave public scandal*	3	4		
7. Unauthorized and unjustified possession of final examination questions	3	4		
8. Plagiarism/violation of intellectual property rights		4		
 9. Illegal possession of drugs or alcohol or deadly weapons on campus or outside the University during a school activity or entering the school under the influence of drugs or liquor 		4		
10. Public actions tending to discredit or bring to dispute the name of the University	3	4		
11. Teaching in another school, including review schools, without permission and/or working full-time in another institution	4			
12. Tampering with faculty grading records or other official documents	4			
13. Changing a grade of a student in consideration of some remuneration or favor	4			
14. Final conviction by a court of law of a crime involving moral turpitude**	4			
15. Negligence in taking precautionary measures to ensure the safety of members of the academic community	2	3	4	
16. Violation of the dress code, and the wearing of uniform and ID	1	2	3	3
17. Threatening and/or intimidating and/or coercing and/or harassing any member of the academic community		4		
 Making sexual advances in words or deeds to another member of the school community; violation of the DLSU Safe Spaces Policy and Program (see Appendix K) 	4			
19. Gross and/or habitual neglect of duties and responsibilities	2	3	4	
20. Desecration of religious articles, images, and places				

OFFENSES	(ence & alty	۶ ٤
	1 st	2 nd	3 rd	4 th
21. Violation of tutorial policies	2	3	3	3
22. Leaving the University premises during office hours without prior authority or permission of the Immediate Supervisor or Unit Head	1	2	2	3
23. Unauthorized holding of school-related activities involving students inside or outside the campus	2	3	3	4
24. Negligence of duties				
24.1 Loitering or wasting time during working hours	1	2	3	3
24.2 Leaving the class unattended	2	2	3	3
24.3 Failure to be inside the classroom on time exceeding five (5) minutes and/or dismissing the class ten (10) minutes before official dismissal time.	1	2	2	3
24.4 Eating and drinking other than light snacks, in areas not designated for eating such as faculty rooms, auditoriums, seminar rooms, laboratories, libraries, chapels, and study areas inside the building.	1	2	2	3
24.5 Refusal to submit to and/or failure to comply with the safety and security requirements of the school.	1	2	2	3
24.6. Selling and engaging in any kind of business during working hours.	1	2	2	3
25. Five (5) incidents of failure to check-in and/or out in a given term using the attendance monitoring machine.	1	2	2	3
26. Unexcused tardiness in excess of two (2) incidents in a week or in excess of five (5) incidents in a month.	1	2	2	3
27. Insubordination (defined as willful disregard of a faculty member of instruction by his/her Immediate Head or other administrators provided it is not in violation of existing University policy)***	2	2	3	4

The offenses listed are not exclusive. There may be other acts not expressly included but they remain infractions, which may be subject to disciplinary action by the University.

- * Scandal is a shame, dishonor, infamy, disgrace, or discredit as a result of involvement in a wrongful, criminal, or other similar acts.
- ** Moral turpitude is an act of baseness, vileness, or depravity in the private duties which a man owes his fellowmen or to society in general, contrary to the accepted and customary rule and right and duty between man and woman or conduct contrary to justice, honesty, modesty or good morals. (from the Supreme Court's definition of moral turpitude).
- *** Repeated offenses during the probation would merit a service review and possible termination.

APPENDIX A

No.	Rank Title	Rank/Step	Years of Academic Service	Years of Experience (for Guidance Counselors)	Academic Requirements	Output Requirements	
11		II-C	6	4			
10	Master Teacher I	II-B	5	3	Master's Degree*		
9		II-A	4	2			
8		I-H	7		BD + 30 units of MA*		
7		I-G	6		BD + 24 units of MA*	For applicants with no	
6		I-F	5		BD + 18 units of MA*	scholarly output, an average rating of at least 4.0 in the Classroom Observation Tools	
5		I-E	4		BD + 12 units of MA*	used by evaluators for Demo Teaching	
4	Teacher	I-D	3		BD + 6 units of MA*		
3		I-C	2		BD		
2		I-B	1		BD		
1		I-A	0		Bachelor's Degree (BD)		
 Post-graduate degrees related/relevant to the field of education appropriate for Basic Education (this includes MALT and ELM courses for incumbent administrators and prospective administrators as defined in the IS Operations Manual) and courses related to academic 							

CRITERIA FOR HIRING

incumbent administrators and prospective administrators as defined in the IS Operations Manual) and courses related to academic services provided for the students.

APPENDIX B

CRITERIA FOR PROMOTION

No.	Rank Title	Rank/Step	Years of Academic Service	Years of Experience (for Guidance Counselors)	Academic Requirements	Output Requirements
28		IV-C				 Outstanding Teacher Award for Permanent Faculty (Metrobank Foundation Outstanding
27	Distinguished Teacher	IV-B	Following	Following award criteria	Following award criteria	Teacher, Global Teacher Prize, Ten Outstanding Young Men (TOYM), and other similar
26		IV-A				recognitions deemed worthy by the Promotions Board) (<i>one (1) award per step</i>)
25		III-C	27	25		• Two (2) educational research outputs** for
24	Senior Teacher	III-B	24	22	Master's Degree*	 every step. An Average Final Rating of at least 4.5 in each of the following areas: Job Performance,
23		III-A	21	19		Compliance, and Lasallian Values.
22		II-N	19	17		 One (1) educational research output** for every step.
21	Master Teacher V	II-M	17	15	Master's Degree*	 An Average Final Rating of at least 4.5 in each of the following areas: Job Performance, Compliance, and Lasallian Values.
20		II-L	15	13		One (1) educational research output** for
19	Master Teacher IV	ІІ-К	13	11	Master's Degree*	 every step. An Average Final Rating of at least 4.5 in each of the following errors lob Deformance.
18		II-J	11	9		the following areas: Job Performance, Compliance, and Lasallian Values.
17		11-1	13	11		 Two (2) educational research outputs** (including the previous submission for II-D to II-
16	Master Teacher III	II-H	12	10	Master's Degree*	F).Average Final Rating of at least 4.0 in each of the
15		II-G	11	9		following areas: Job Performance, Compliance, and Lasallian Values.
14		II-F	II-F 10 8			 One (1) educational research output**.
13	Master Teacher II	II-E	9	7 Master's Degree*		• An Average Final Rating of at least 4.0 in each of the following areas: Job Performance,
12		II-D	8	6		Compliance, and Lasallian Values.

No.	Rank Title	Rank/Step	Years of Academic Service	Years of Experience (for Guidance Counselors)	Academic Requirements	Output Requirements
11		II-C	6	4		
10	Master Teacher I	II-B	5	3	Master's Degree*	
9		II-A		A 4 2		
8		I-H	7		BD + 30 units of MA*	
7		I-G	6		BD + 24 units of MA*	
6		I-F	5		BD + 18 units of MA*	For faculty with no scholarly output, an Average Final Rating of at least 4.0 in each of the following areas: Job Performance, Compliance, and Lasallian
5	Teacher	I-E	4		BD + 12 units of MA*	Values.
4		I-D	3		BD + 6 units of MA*	
3		I-C	2		BD	
2		I-B	1		BD	
1		I-A	0		Bachelor's Degree (BD)	

* Post-graduate degrees related/relevant to the field of education appropriate for Basic Education (this includes MALT and ELM courses for incumbent administrators and prospective administrators as defined in the IS Operations Manual) and courses related to academic services provided for the students.

** Educational research output must focus on improving pedagogies and learning strategies of students.

Criteria for the validity of outputs:

- 1. Action Research must be over and above the requirements for a master's degree.
- 2. Textbooks and/or Manuals in printed or digital form published under a registered publisher (within five (5) years from the date the book was published. For revised and new edition books, there must be significant modifications for the deliberation of the Promotions Board).
 - Books in series may be considered as different books provided that the content is different, e.g., for different grade levels)
- 3. Research published in Refereed Journals while employed in DLSU IS (No expiration)
- 4. "Development Journals" or non-refereed journals while employed in DLSU IS applicable only for Master Teacher II and III.
- 5. Conference Papers presented while employed in DLSU IS (3 years)
- 6. Artistic Outputs are not considered "educational research output" because, despite evidence for expertise in the field, it does not necessarily translate to research on the improvement in pedagogies and learning strategies.
 - For Rank III (Senior Teacher), one of the two research outputs may be disciplinal in nature, or peer-reviewed (published literature, curated art, or produced music) creative work for those in the field of Humanities.
- 7. Educational leadership and management-related research may also be considered since it affects the Basic Education curriculum and instruction.
- 8. Commissioned or institutional research that cannot be published in conventional form.

APPENDIX C

TEACHING PERFORMANCE EVALUATION TOOL

Rating Interpretation:

4 - Very Satisfactory

- 5 Outstanding
- 3 Satisfactory
 - 2 Needs Improvement
- 1 Poor

- - 0 No chance to Observe

	KEY AREAS/CRITERIA				3	2	1	0
Α.	Clas	sroom Instruction						
	The	teacher						
	1.	presents the lesson in a logical sequence and organized manner.						
	2.	uses appropriate and interesting strategies for motivating students.						
	3.	uses instructional tools/teaching aids/learning devices effectively to						
		reinforce learning.						
	4.	updates the content of the Learning Management System on time						
	5.	maximizes the use of the Learning Management System tools in achieving						
		learning competencies.						
	6.	explains the lesson in a manner suited to the level of the students and						
		engages them in a dynamic and meaningful discussion.						
	7.	employs a good mix of low and high levels of questioning.						
	8.	engages the students in higher-order thinking skills.						
	9.	speaks in a clear and modulated voice. The pace is appropriate to the						
		level of the students-neither too fast nor too slow.						
	10.	speaks in correct English or Filipino throughout the class and does not						
		switch from one language to another unnecessarily.						
	11.	integrates Lasallian virtues in lessons.						
В.	Clas	sroom Management and Teacher's Personality						
	The	teacher		1	1	1	1	1
	1.	prepares the necessary online class materials.						
	2.	demonstrates a wholesome, positive, and respectful attitude towards						
		students.						
	3.	manages student behavior using a developmentally appropriate strategy.						
	4.	ensures that classroom routine activities are observed.						
	5.	ensures that the background is professional and appropriate for online						
		classroom teaching.						
C.		stery of Subject Matter						
	The	teacher			1	1		
	1.	information is accurate and is discussed clearly on the level of the students.						
	2.	presents materials and examples that are current, relevant, and						
		appropriate to the subject matter.						
	3.	checks students' understanding using formal and/or informal strategies						
		that provide teacher feedback.						
D.	Stud	dent Involvement						
	The	teacher provides opportunities for students to						
	1.	share ideas and work collaboratively respecting individual differences.						
	2.	create new knowledge and design solutions.						
	3.	ask questions to clarify or deepen their understanding.						
	4.	relate their learning to daily and/or real-life situations.						
	5.	use different technology-based learning materials and other resources to						
		support learning.						

APPENDIX D

COMPLIANCE EVALUATION TOOL

Rating Interpretation:

-

5 - Outstanding	3 - Satisfactory	1 - Poor
4 - Very Satisfactory	2 - Needs Improvement	0 - No chance to observe

	KEY AREAS/CRITERIA			3	2	1	0
Α.	A. Attendance and Punctuality						
	1. Attendance in School						
	2. Attendance in Subject Area or Department Meetings						
	3. Attendance in Institutional School-Mandated Activities						
	4. Punctuality in School						
	5. Punctuality in Subject Area or Department Meetings						
	6. Punctuality in Institutional School-Mandated Activities						
	7. Punctuality in Class						
	8. Coordination with Supervisor for Absences and Tardiness						
	9. Filing of Leaves						
В.	Documents						
	1. Submission						
С.	Adherence						
	1. Dress Code and ID Policy						
	2. School Rules and Regulations						
	3. Procedures and Guidelines (IS and Offices)						

APPENDIX E

LASALLIAN VALUES EVALUATION TOOL

Rating Interpretation:

- 5 Outstanding
- 3 Satisfactory
- 4 Very Satisfactory

2 - Needs Improvement

1 - Poor 0 - No chance to observe

KEY AREAS/CRITERIA	5	4	3	2	1	0
1. Lasallian Mentorship						
2. Institutional Concern						
3. Service						
4. Cooperation						
5. Initiative						
6. Ability to Work in a Team						
7. Respect for Authority						
8. Respect for Members of the Community						
9. Interaction with Members Outside the Community						
10. Openness to Suggestions						
11. Language and Actions						
12. Channeling of Concerns						
13. Concern for Others						
14. Participation in Formation Activities						

APPENDIX F

SHIFT TABLE

Shift A 7:30 am – 4:30 pm		
AM Session	7:30 am – 11:30 pm	
PM Session	11:30 am – 4:30 pm	
Half-day (time in)	10:01 am – 12:30 pm	
Half-day (time out)	11:30 am – 2:30 pm	
Tardy	7:31 am – 10:00 am	
Absent Whole Day	After 12:30	
Undertime	2:31 onwards	

Shift B 8:00 am – 5:00 pm		
AM Session	8:00 am – 12:00 pm	
PM Session	12:00 pm – 5:00 pm	
Half-day (time in)	10:31 am – 1:00 pm	
Half-day (time out)	12:00 pm – 3:00 pm	
Tardy	8:01 am – 10: 30 am	
Absent Whole Day	After 1:00 pm	
Undertime	3:01 pm onwards	

Shift C 9:00 am – 6:00 pm		
AM Session	9:00 am – 1:00 pm	
PM Session	1:00 pm – 6:00	
Half-day (time in)	11:01 am – 1:30 pm	
Half-day (time out)	12:30 pm – 3:30 pm	
Tardy	9:01 am – 11: 00 am	
Absent Whole Day	After 1:30 pm	
Undertime	3:31 pm onwards	

APPENDIX G

THE LIST OF IS STANDING COUNCILS AND COMMITTEES

1. Principal's Council

Principal (Chair) Vice Principal for Grade School Vice Principal for Junior High School Vice Principal for Senior High School Vice Principal for Student Affairs Director, Special Projects and Development Director, Research and Development Director, Educational Technology Registrar for Integrated School Coordinator, IS Libraries

2. IS Academic Council

Vice Principal for the Division Assistant Principal for the Division Academic Supervisors/Chairs of the Division

3. IS Student Affairs Committee

Vice Principal for Student Affairs (Chair) Director, Student Discipline and Formation Unit Director, Guidance and Counseling Unit Director, Sports Development Unit Coordinator, Sports Development Unit Coordinator, Student Activities Unit

4. IS Coordinating Council

Principal (Chair) Vice Principal for Grade School Vice Principal for Junior High School Vice Principal for Senior High School Vice Principal for Student Affairs Director, Special Projects and Development Director, Educational Technology Director, Research and Development Registrar for Integrated School Director, Campus Services for DLSU – Laguna Campus Director, Facilities Management for DLSU – Laguna Campus Coordinator, ITS Office Representative, IS Faculty Association Coordinator, Libraries Director, Security Office

5. IS Student Honors and Awards Committee

Vice Principal for Student Affairs (Chair) Principal Vice Principal for Grade School Vice Principal for Junior High School Vice Principal for Senior High School Registrar for Integrated School Representative, IS Faculty Association

6. IS Library Committee

Director, Libraries (Chair) Vice Principal for Grade School Vice Principal for Junior High School Vice Principal for Senior High School IS Librarian Academic Supervisors Director, Educational Technology Representative, IS Student Council

7. IS Student Discipline Committee

Vice Principal for Student Affairs (Chair) Director, Student Discipline and Formation Unit Director, Guidance and Counseling Unit Representative, IS Faculty Association Legal Counsel

8. IS Child Protection Committee

Principal (Chair) Vice Principal for Student Affairs (Vice Chair) President, IS Faculty Association President, DLSU IS Parents Association, Inc. President, DLSU IS Student Council

APPENDIX H

PROCEDURES FOR GRIEVANCE

General Considerations

Grievances against any member of a Lasallian academic community are best settled through sincere dialogue and discussion. It is only as a last resort that one must take formal procedures to settle grievances.

Communication is necessary if members of the academic community are to interact satisfactorily. Those affected should not wait for a crisis to develop before attempting to settle the matter amicably.

Only when a grievance is expressed in writing and duly signed by the aggrieved party does it become a formal complaint requiring a formal procedure for resolution.

In any of the issues/disputes listed below under 2.2 and 2.3, the aggrieved faculty may file a complaint not later than 28 working days from the time of the commission of the act being complained about, taking into consideration the steps outlined under item C.2. Formal Grievance of this Appendix.

The detailed procedures for the filing and handling of grievances are outlined in this section.

- **A. Definition of Grievance**. For purposes of this section, a grievance refers to any controversy between an IS faculty as the aggrieved party and a member of the academic community as the respondent. A grievance may be informal or formal.
 - **1. Informal Grievance**. This refers to a grievance made orally and which may only require informal settlement.
 - **2. Formal Grievance.** This pertains to a grievance that is put into writing and duly signed by the aggrieved party, hence, becoming a formal complaint requiring a formal procedure for settlement/resolution.
- **B.** The Ad-Hoc Grievance Board. This refers to a quasi-judicial body that hears, deliberates, and decides on a grievance case filed by an IS faculty against a member of the academic community.
 - 1. Composition of the Ad-Hoc Grievance Board

 Vice Principal as the presiding officer
 Senior IS Faculty acceptable to both the complainant and respondent; in case of an impasse, the Vice Principal shall appoint one
 President, IS Faculty Association (or his/her representative)

- 2. Functions of the Ad-Hoc Grievance Board
 - 2.1 Defines the procedures to be followed in the conduct of its hearings.
 - 2.2 Summons witnesses, or persons of interest whose testimonies are needed to arrive at a just and fair decision.
 - 2.3 Accesses all information and documents relevant to the case with utmost confidentiality.
 - 2.4 Exercises fairness and objectivity in hearing and deliberating on the merits of the case, without prejudice to either the complainant. or the defendant.
 - 2.5 Renders a decision that is consistent with its findings.

2.6 Submits its recommendation on the case to the IS Principal. The IS Principal may affirm, modify or reverse the decision/recommendation of the Board.

C. Grievance Procedures

1. Informal Grievance. For this type of complaint, the concerned faculty members are encouraged to settle the dispute through a sincere dialogue among themselves. If such dialogue fails or is not possible, the concerned faculty members should approach the Immediate Supervisor/s of their discipline/s who shall then act as mediator/s who can facilitate a dialogue between the two (2) parties and try to resolve the matter.

If still, the issue is not resolved through the mediated dialogue, the aggrieved faculty may file a formal grievance within twenty-eight (28) working days after the dialogue.

- **2. Formal Grievance.** If a faculty decides to pursue a formal grievance, after availing of the informal grievance process, the steps to be taken are as follows:
 - 2.1 For Complaint of a Faculty Member against a Faculty Member.
 - 2.1.1 The aggrieved faculty files a written complaint with the Vice Principal within two (2) weeks after the above dialogue, but not later than four calendar weeks (28 calendar days) after the dialogue.
 - 2.1.2 The duly signed formal letter of complaint should be submitted with the following:
 - a. the name of the faculty member against whom the complaint is being filed;
 - b. a narrative of the circumstances surrounding the commission of the act being complained, with attached supporting evidence or documents;
 - c. the specific action or relief asked for from the faculty respondent and the University;
 - d. the certification from the Immediate Supervisor/s who acted as mediator/s attesting that no amicable settlement was reached between the concerned faculty members during the dialogue. Without this certification, the Ad Hoc Grievance Board shall not be convened.
 - 2.1.3 The signed complaint should be accomplished in three (3) copies to be distributed as follows:
 - a. Original copy: Vice Principal;
 - b. One (1) copy: Respondent Faculty Member who shall be given seven (7) working days from the receipt of the complaint to respond in writing; and
 - c. One (1) copy: Complainant's Copy noted as received and dated by the Vice Principal
 - 2.1.4 *Procedure.* Before the actual deliberation of the case, the Board shall define the procedures it will follow in hearing the case subject to the following conditions:
 - 2.1.4.1 For the hearing to push through, the presiding officer together with at least three(3) members of the Ad Hoc Grievance Board should be present.
 - 2.1.4.2 The parties concerned may request the presence of a counsel who may be, but is not limited to, any member of the Lasallian Community, to provide them advice during the grievance proceedings. The counsel/s shall not be allowed to participate during the proceedings.
 - 2.1.4.3 The Board shall hold continuous hearings that shall not go beyond (6) working days from the date of the first hearing.

- 2.1.4.4 Only evidence (testimonial or documentary) related to the allegations of the complainant shall be considered during the hearings.
- 2.1.5 The complainant shall have the right to retract the formal grievance before the Board makes its recommendation.
- 2.1.6 Within five (5) working days from the date of the last hearing, the Board shall meet to deliberate on the case and to arrive at a recommendation. The majority of the members of the Board are required to arrive at a resolution or decision. Abstentions shall not be allowed.
- 2.1.7 Copies of the resolution of the Board shall be furnished to all the parties concerned including the members of the Board. A copy of the final recommendation is also filed in the Office of the IS Principal.
- 2.2 Group Grievance

A grievance raised by three (3) or more faculty members is considered a group grievance. Faculty members involved in a group grievance must elect an official group representative and affix their respective signatures in the narration of the circumstances surrounding the commission of the act being complained about with supporting evidences. Thereafter, they must proceed with the appropriate grievance procedure.

- 2.3 Grievance against other Members of the Academic Community
 - 2.3.1 Complaint of an IS Faculty against a Student. A formal letter of complaint must be presented to the Vice Principal for Student Affairs.
 - 2.3.2 Complaint of an IS Faculty against a Co-Academic Personnel (CAP) or APSP. A formal letter of complaint must be presented to the Community, Culture, and Human Resources Services Office.
 - 2.3.3 Complaint of an IS Faculty against an Academic Supervisor/Chair/Director. A formal letter of complaint must be addressed to the Vice Principal.
 - 2.3.4 Complaint of an IS Faculty against an Assistant Principal. A formal letter of complaint must be addressed to the Vice Principal.
 - 2.3.5 Complaint of an IS Faculty against a Vice Principal. A formal letter of complaint must be addressed to the IS Principal.
 - 2.3.6 Complaint of an IS Faculty against the Principal. A formal letter of Complaint must be addressed to the Provost.
 - 2.3.7 Complaint of an IS Faculty against other Administrator/s. A formal letter of complaint must be addressed to the latter's immediate supervisor.
 - 2.3.8 Complaint of an IS Faculty against the Provost. A formal letter of complaint must be addressed to the President of the University.
 - 2.3.9 Complaint of an IS Faculty against the University President. A formal letter of complaint must be addressed to the Chairperson of the Board of Trustees.

D. Provision for Appeal

- 1. A party not satisfied with the resolution or decision of the Ad Hoc Grievance Board may appeal the same to the Principal in writing within five (5) working days from the receipt of the resolution. In default thereof, the Board's decision becomes final and executory unless it is deferred for meritorious reasons.
- 2. The appeal shall be deliberated on following these procedures:
 - 2.1 The appellant sends a letter to the Office of the IS Principal requesting a review of the decision of the Ad Hoc Grievance Board.
 - 2.2 The IS Principal reviews the records of the grievance proceedings, which include the original copy of the complaint, the respondent's answer, the Board resolution, and other documents relevant to the case if any.
 - 2.3 Within ten (10) days from receipt of the complete record of the case, the IS Principal shall render a decision on the appeal. The Principal's decision shall be deemed final and executory unless it is deferred for meritorious reasons.
 - 2.4 Copies of the above IS Principal's decision shall be distributed as follows:
 - a. Original: Office of the IS Principal
 - b. One (1) copy: Appellant
 - c. One (1) copy: Respondent

APPENDIX I

DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE) PROVISIONS FOR VOLUNTARY ARBITRATION IN PRIVATE EDUCATIONAL INSTITUTIONS (POLICY INSTRUCTIONS NO. 26-77)

Policy Instructions

То	:	All Concerned
Subject	:	Voluntary Arbitration in Private Educational Institutions

In view of the unique characteristics and peculiar problems and work situation obtained in private educational institutions in relation to the resolution of labor disputes and to help insure expeditious settlement of such disputes, the following rules are hereby issued for the guidance of all concerned.

- I. In institutions where no grievance exists, the same shall be immediately established by agreement of labor, and management, if there is a union, or unilaterally by management, if no union exists, after consultations with the employees.
- II. Voluntary arbitration shall be used to settle disputes involving interpretations and applications and administrative rules and regulations, provisions of existing collective agreements, laws and regulations and such other disputes which labor and management agree to submit to voluntary arbitration.

Labor and management may choose either a single arbitration or panel of arbitrators.

III. In case the parties fail to agree to submit any disputes to voluntary arbitration, dispute shall be settled by existing government machineries and under existing laws and regulations.

This issuance shall take effect immediately.

Done in the City of Manila this 7th day of June, 1977.

(SGD.) Amado D. Inciong Acting Secretary

In view of the above policy instruction, the Arbitration Board was constituted by the President of the University on November 3, 1977. After consultation with the Faculty Association, the following members have been asked to constitute the Arbitration Board as of June 1, 1994:

- 1. Chairman, who is a member of the Integrated Bar of the Philippines
- 2. One faculty representative and an alternate
- 3. One administration representative and an alternate.

APPENDIX J

CEAP RETIREMENT PLAN*

Nature of Plan

1. What is the CEAP Retirement Plan?

It is a plan established to provide retirement benefits for the qualified employees of the member institutions of (a) the CEAP member schools and CEAP Secretariat and Retirement Office and (b) other Catholic institutions which are subsequently accepted by the Retirement Commission.

2. What other institutions may be accepted as Participating Employers in the Plan?

Any Catholic school or institution may be accepted, provided that said Catholic school or institution becomes CEAP-accredited within 12 months from the date of acceptance in the Plan and that in the opinion of the Commission, sufficient proof exists to show that the applicant intends and has the capacity, financial and otherwise, to continue its participation in the Plan indefinitely, and provided further that its acceptance will not prejudice the tax exemption of the Plan.

3. Is the CEAP Retirement Plan qualified under BIR regulations?

Yes, and as such, Participating Employers and Members of the Plan are entitled to the following privileges: a) All school contributions to the Fund are deductible from the school's taxable income, if any.

- b) The income of the retirement fund is exempt from tax.
- c) The benefit payments from the fund to the teacher recipient are exempt from tax.

Membership

1. Who are qualified to become Members in the Plan?

All regular employees of the Participating Employers, including probationary employees but excluding parttime, casual and temporary employees, whose ages are less than 60 years shall automatically become members of the Plan. Membership shall commence on the first day of the month coincident with or next following the date on which the above requirements are met.

*This is the CEAP Retirement Plan as of 1969. Inquiries regarding this may be referred to the Controller.

2. Does a full-time employee who changes his/her status to a part-time employee still qualify to become a member in the Plan?

The CEAP Retirement Plan does not cover part-time employees. The original Plan considered as members, and regular employees of a Participating Employer. The latest amended Plan categorically states that part-time employees are excluded. In view of this provision in the Plan, a part-time employee cannot be a member of the Plan. A full-time employee who changes his/her status to a part-time employee may be considered as one who has resigned as a full-time employee and applied for employment and was hired as part-time employee. By that voluntary change of status from fulltime to part-time, the employee loses even the tenure he had as a full-time employee. Another consequence is that he can no longer be considered a member of the CEAP Retirement Plan and therefore must be paid whatever benefits he is entitled to under Sec. 3 Art. XI of the Plan.

3. What is meant by continuous service?

Continuous service means the uninterrupted service as determined by the Participating Employer's

personnel records. Leaves of absence approved by the Participating Employer with or without pay and school vacation shall not constitute an interruption of service, but only periods of compensated service shall be used in computing benefits under the Plan.

4. If a member resigns after having been admitted into the Plan and is afterwards re-employed by the same Participating Employer, will he be treated as a new member?

Yes, except when it concerns portability of benefits.

5. What is meant by portability of benefits?

It is a feature of the Retirement Plan wherein the credit earned by a member from his Participating Employer who has rendered less than 10 years of continuous service is carried to his new Participating Employer and the length of service in both will be taken into consideration in determining his total years of continuous service for purpose of Section 3, Article XI only but not for purpose of computing his retirement benefits. Furthermore, the following requirements must be met:

- He must first secure the approval of the Participating Employer whose service he is leaving,
- He must notify in writing the Chairman of the CEAP Retirement Commission of his decision; and
- He must be employed by another Participating Employer within a period of one (1) year following the effective date of his resignation.

However, if upon resignation or separation, the Member has already rendered at least ten (10) years of continuous service with a Participating Employer or with two or more successive Participating Employers, he shall be paid the proportion of the amount standing to his credit, as provided in Section 3, Article XI.

Beneficiaries

1. Who can be nominated as beneficiaries?

Any Member shall upon joining the Fund, forthwith nominate in writing in such forms, as shall be described by the Retirement Commission (CEAP-RB Forms No.1 and 8), a person or persons to receive the amount which may be due him in case of his death from among those enumerated hereunder in the order specified.

- Legitimate spouse and children
- Parents
- Brothers and sisters
- His estate or any other person or entity

However, single or unmarried members may indicate any beneficiary not necessarily following the order provided by the law on intestate succession.

2. If a member fails to nominate any beneficiary, who shall receive the benefits due him in the event of his death?

If at the death of a member there shall exist no valid nomination by him of a beneficiary, he shall be conclusively presumed to have appointed, as his beneficiary or beneficiaries, the person or persons in the first of the following classes then surviving:

- a) Legitimate spouse and children
- b) Parents
- c) Brothers and sisters
- d) His estate.
- 3. If the beneficiary is a minor or under any disability at the time of death of the member, to whom shall the benefits be given?

In case the beneficiary is a minor or is under any disability to give a legal discharge for payment of the benefits, the benefits shall be paid to the duly appointed judicial guardian and in behalf of the minor or person under disability, except that where the beneficiary is a minor and the benefits due him amount to P50, 000.00 or less, payment may be made to his legal guardian, in accordance with Article 225 of the Family Code of the Philippines.

Contribution

1. Are the Members required to contribute to the CEAP Retirement Fund?

The CEAP Retirement Plan is basically non-contributory. No member shall be required to make any contribution to the Fund. However, prior to his retirement, a member may, at his option, elect to contribute monthly to the Trust Fund an amount equal to 1% but not more than 4% of his current monthly salary, provided that the option, once exercised, will serve as a continuing authority for the Participating Employer to deduct every month thereafter the corresponding amount from his salary and to remit the same to the Trustee. The contribution shall be subject to the provisions of the Plan and shall not be subject to withdrawal unless for a cause provided herein.

2. How does a Member apply for voluntary contribution?

A member who wishes to contribute voluntarily to the Fund should fill out CEAP- RB Form No. 10 which will serve as a continuing authority for the Participating Employer to deduct every month the indicated percentage of salary as voluntary contribution and to remit the same to the Trustee.

3. How much should a Participating Employer contribute to the Fund in behalf of its covered employees?

Starting from the date of acceptance into the plan, each Participating Employer is required to contribute to the Fund the following amounts: Past service-5% of each member's average monthly salary for the 12-month period immediately preceding the date of acceptance of the Participating Employer in the Plan multiplied by the number of months of past service. It may be paid into the Fund either in lump sum or in equal monthly installments over a period of 10 years or over a period up to the member's normal retirement date, whichever is the shorter period.

- Past service-5% of each member's average monthly salary for the 12-month period immediately preceding the date of acceptance of the Participating Employer in the Plan multiplied by the number of months of past service. It may be paid into the Fund either in lump sum or in equal monthly installments over a period of 10 years or over a period up to the member's normal retirement date, whichever is the shorter period.
- Future service- 4% of each member's current monthly salary, effective AY 1994-1995.
 On a voluntary basis, Participating Employers which can afford to contribute more to the Trust Fund may further increase their future service contributions provided that every percentage increase in the Participating Employer's contributions may be matched by the employee as forced savings.
- 4. What is meant by Future Service?

Future service shall mean periods of covered employment on or after July 1, 1968 or after the acceptance of Participating Employer for which contributions are paid in accordance with Section 2, Article VI.

5. What is meant by Past Service?

Past service shall mean that continuous service of a member to the Participating Employer from the date the member met the requirements for membership in the Retirement Plan to the date of acceptance of the Participating Employer in the Plan.

Administration

1. How is the Plan administered?

A Retirement Commission composed of not less than 12 persons appointed by the CEAP National Board shall administer the Plan. All questions relating to the operation and administration of the Fund, except those strictly pertaining to its investments, shall be resolved by the Commission. This includes but is not limited to the power to interpret, construe and administer the Plan to determine the rights of members and their beneficiaries to the Fund, and all such powers necessary or useful in the discharge of its duties. The Commission may seek the advice of counsel and may appoint an independent accountant to audit the Fund, with professional fees and expenses to be charged to the Fund.

2. What is the role of the Retirement Commission's Investment Committee?

The investment committee anchors its investment philosophy on the belief that it has a fiduciary responsibility to the Participating Employers and members of the Plan to exercise prudence and conservatism in the management of theirs funds. It also believes that superior returns can only be achieved over the long-term by gaining a thorough understanding of the myriad and constantly changing factors effecting the investment markets and by the active participation in the management of the Fund's portfolio.

3. Who has been appointed as Trustee of the CEAP Retirement Fund?

Metrobank is the appointed Trustee of the CEAP Retirement Fund.

4. What is the role of the Trustee?

The Trustee receives, invests and re-invests the contributions from the Participating Employers and voluntary contributions from the members and releases payments of benefits due to the retired/separated individual members and beneficiaries of the Plan.

5. What is the role of KPMG-F. F. Miravite, Inc.?

KPMG-F. F. Miravite, Inc., consulting actuaries, is in charge of backroom operations of the Fund, handles record-keeping, computation of retirement benefits, consolidation of financial statements and preparation of the Participating Employer's and individual members. Statement of Participants. Equities and individual statements of account respectively.

The Actuary can be contacted/reached at this address: KPMG-Feliciano F. Miravite, Inc. Consulting Actuaries 12th Floor, LV Locsin Building 6752 Ayala corner Makati Avenue 1226 Makati, Metro Manila Tel. Nos. 892-0681 and 892-0682 Fax No. 892-0684

6. How are the members informed of the standing to their credit at a certain date?

As soon as practicable after the beginning of each year, KPMG-F. F. Miravite, Inc. shall prepare and furnish to each member and the Participating Employer a written statement or statements of:

- All earnings of the Fund during the prior fiscal year;
- The value of the Fund as of December 31 of the prior year; and
- The status of the respective members' accounts as of December 31 of the prior year.

Retirement Dates

1. When can a Member retire from the service of a Participating Employer?

A member may retire on early, normal, or late/deferred retirement date.

2. What is the normal retirement date?

For faculty or academic members, the normal retirement date of a member shall be the last day of the semester during which he attains age sixty (60) or, if he reaches age 60 outside of a semester, his actual birthday. For other members, the normal retirement date shall be the day he reaches age 60.

3. What is the optional or early retirement date?

For faculty or academic members, with the consent of the Participating Employer, a member may retire at an early retirement date which may be the last day of the semester after he has rendered twenty (20) years of continuous service or if the last day of his 20th year of service falls outside of a semester, on the said last day itself.

For other members, the early retirement date, with the consent of the Participating Employer, may be the day the member has completed twenty (20) years of continuous service to the Participating employer.

4. What is the deferred/late retirement date?

Under exceptional circumstances and upon the request of the Participating Employer, a member may be asked to continue active service after his normal retirement date but in no case to exceed age 65. Contributions to the Plan with respect to such member shall continue until his actual retirement from the Plan.

Payment of Benefits

1. What is the benefit scheme of the Plan?

The retirement benefits payable under the Retirement Plan shall be computed based on the total amount standing to the credit of the member in the books of the Trust Fund consisting of his own contributions and income earned, if any, and the contributions of his Participating Employer in his favor plus the income earned respectively credited thereto determined as of the last valuation date.

2. What are the benefits of a member upon reaching early and normal retirement date?

A member who reaches his normal retirement date or who elects to retire upon reaching his early retirement date shall be entitled to and shall be paid the whole amount standing to his credit at retirement. If the early or normal retirement benefits to be received by the member from contributions made by his Participating Employer in his favor shall be less than what is required by law as a lump sum retirement benefit, his Participating Employer shall pay the difference. Retirement benefits under the Labor Code, as amended by R.A. 7641 are exempt from income tax.

3. Is a member entitled to any benefits under the Plan upon separation prior to retirement?

A member who is separated from his Participating Employer prior to retirement due to resignation or for any reasons other than dismissal for cause attributable to the fault of the member, shall be entitled a) to the return of his total contributions plus the income accrued thereon under the Trust Fund, if any, and b) to a specified proportion of the total contribution of his Participating Employer in his favor plus the income credited thereto under the Trust fund computed in accordance with his length of membership in

the Plan as follows:

Completed Years of	Percentage Payable
Continuous Service	Under the Trust Fund
<10	NONE
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 and/or over	100%

4. In case of separation prior to retirement, how is the member's length of membership in the Plan/tenure of service reckoned?

The tenure of service of a member shall be reckoned from actual date of hire with the Participating Employer. Leaves of absence without pay shall not be considered as an interruption of continuous service, but the period during which the member is on leave without pay shall not be considered as part of his years of service.

5. What is the procedure for the payment of retirement/separation benefits?

Application for the payment of retirement/separation benefits must be made in writing in the form (CEAP-RB Form No 9) and manner prescribed by the Commission and must be filed by the member with the Retirement Office duly endorsed by the authorized signatory of his Participating Employer at least 30 days in advance of the date of actual retirement, resignation or separation.

The Retirement Commission shall be the sole judge of the sufficiency of the information submitted, the application and the interpretation of the Plan and the entitlement to and the amount of the benefits. The decision of the Commission shall be final and binding upon all parties.

6. Is involuntary separation qualified as to the length of service and age of the official or employee?

No. Amounts received by reason of involuntary separation remains exempt from tax even if the official or employee at the time of separation had less than 10 years of service and is below 50 years in age. Thus, it is generally only those who voluntarily resign after 10 years of service who will be taxed on their separation benefits prior to retirement. Those who are separated due to sickness, redundancy or retrenchment to avoid serious business losses or the installation of labor-saving devices will still be entitled to tax-exemption of their separation benefits under the Labor Code. Moreover, the member shall be entitled to 100% of the amount standing to his credit regardless of such member's length of service, or the amount due him under the law, whichever is higher.

7. How are the benefits paid to a separating or retiring member?

The benefits payable to a member may either be paid to him or his beneficiary/beneficiaries directly in lump sum.

8. What other benefits aside from separation/retirement benefits are payable under the Plan?

- Death Benefit. In case of death of a member, 100% of the amount standing to his credit under the books of the Trust Fund plus the proceeds of his additional death benefit under the Plan shall be paid to his beneficiary of beneficiaries, or in their absence to the persons referred to in Section 2, Article V regardless of such deceased member's length of service with his Participating Employer. The Participating Employer should file with the Retirement Office in behalf of the deceased member CEAP-RB Form No. 11. Application for Death Benefit with supporting documents to expedite processing of same. The amount of additional death benefit is equivalent to one (1) year salary based on the member's latest salary but shall not exceed P150,000.00. However, employees of Participating Employers which have failed to remit the contributions for a total of twelve (12) months shall not be entitled to this additional death benefit and the Participating Employer shall pay the beneficiary of the deceased employee an amount equivalent to this additional death benefit. In any case, where the Plan pays this death benefit, the unpaid contributions of the Participating Employer for the deceased employee shall be deducted from the death benefit, without prejudice to the beneficiaries claiming from the Participating Employer these unpaid contributions deducted from the death benefit.
- **Disability Benefit.** A member who is separated from his Participating Employer for reason of permanent total incapacity or disability shall be entitled to 100% of the amount standing to his credit from the Trust Fund regardless of such member's length of service, or the amount due him under the law, whichever is higher. The determination of permanent total incapacity or disability shall be made by the doctor to be designated by the Participating Employer, and his judgment shall be final.
- 9. Will a member who is dismissed by his Participating Employer for cause be entitled to any part of the Fund?

A member who is dismissed by his Participating Employer for cause attributable to his fault shall not be entitled to any part of the Fund except his own contributions with the particular income accrued thereon.

10. Are the contributions in favor of a separated or resigned member returned to the Participating Employer?

If a member separates or resigns from his Participating Employer with less than 10 years of continuous service, the amount standing to his credit shall be retained in the Trust Fund and such credit classified as forfeitures shall be used by the Participating Employer to reduce its subsequent contributions to the Fund.

Similarly, if a member separates or resigns from his Participating Employer with more than 10 years but less than 20 years of continuous service, the portion of the amount standing to the credit of the resigned or separated member which is not paid to him by virtue of the limitations of the vesting provisions of the Plan, classified as forfeitures, shall be used by the Participating Employer to reduce its subsequent contributions to the Fund.

Termination of Participation

1. Can a Participating Employer withdraw its membership in the Plan?

For adverse factors beyond its control, a Participating Employer may withdraw at any time from its participation in the Plan by serving written notice and submission of Board Resolution with the Retirement Commission of its intention to withdraw. The withdrawal shall become effective fifteen (15) days after the acceptance thereof by the Retirement Commission.

Under no circumstances whatsoever shall such withdrawal permit the return to the Participating Employer of any portion of the contributions made by it to the Fund, nor allow any part of the assets of the Fund to be used for, or diverted to purposes other than the exclusive benefit of the members of the withdrawing Participating employer or their beneficiaries.

2. In the case of voluntary withdrawal, do the contributions revert to the Participating Employer?

No. After providing for any administrative expenses and other charges, the amounts standing to the credit of its employees who are members of the Plan shall be allocated and distributed among said members. However, should the Participating Employer withdraw from the Plan with the intention of setting up its own retirement plan or segregating its own retirement fund, the amounts standing to the credit of its employees shall be transferred to its duly appointed Trustee.

3. Does a member have any claim on the amounts standing to his credit in the Plan?

No member of the Plan shall have any claim upon the amounts standing to his credit in the Plan other than in accordance with the rules of the Plan. Specifically, he shall have no right of alienation or assignment of any sum standing to his credit, nor shall it be liable for or subject to any obligation or liability of such member except as otherwise provided by law or this Plan.

If a member alienates, assigns cedes, pledges or charges the whole part of his interests under the Plan or any part thereof without written consent of the Participating Employer, or if any member shall be adjudged insolvent by a competent court, he shall forfeit all his rights and interests under the Plan.

APPENDIX K

DLSU Safe Spaces Policy and Program

(Approved by the President's Council, November 6, 2020)

Document Number : Level of Access : **Title of Policy : DLSU Safe Spaces Policy and Program Classification : Approval Authority : President's Council Implementing Authority : Lasallian Mission** Effectivity Date : Academic Year 2020-2021 Latest Revision : October 13, 2021 **Table of Contents :** I. Statement of Legal Compliance II. Purpose III. Scope IV. Definition of Terms V. Policy Statement VI. Communication of this Policy VII. Sexual Harassment and Discrimination VIII. Acts of Sexual Harassment and Other Sexual Offenses IX. Committee on Decorum and Investigation (CODI) X. Procedures **XI.** Corrective Measures XII. Supplementary Provisions XIII. Complaints under this Policy

I. Statement of Legal Compliance

In accordance with the Republic Act No. 11313 to be known as the Safe Spaces Act or "AN ACT DEFINING GENDERBASED SEXUAL HARASSMENT IN STREETS, PUBLIC SPACES, ONLINE, WORKPLACES, AND EDUCATIONAL OR TRAINING INSTITUTIONS, PROVIDING PROTECTIVE MEASURES AND PRESCRIBING PENALTIES THEREFORE" enacted on April 17, 2019 to address existing gaps and issues on equality, security, and safety of both women and men in private and public spaces; and its Implementing Rules and Regulations pursuant to Section 38 of R.A. 11313 approved on October 28, 2019. The Safe Spaces Act is intended to expand the scope of the Anti-Sexual Harassment Act of 1995 or Republic Act No. 7877. The University hereby adopts the following policy on full promotion of the value and dignity of every human person and guarantee full respect for human rights; recognize the role of women in nation-building and ensure the fundamental equality, security, and safety not only in private but also on the streets, public spaces, online, workplaces and educational and training institutions.

II. Declaration of University Safe Spaces Policy (Purpose)

The Guiding Principles of the Philippine Lasallian Family define the kind of the Lasallian presence and mission in the country today. As provided by the Lasallian tradition, there are three elements that enable our participation. These elements, taken together as one dynamic unity, provide a way of integrating and expressing every Lasallian's vocation: The **Spirit of Faith** allows one to discover God's active presence in his Word, in members of the community, in the poor, in nature, in history and in ourselves; **Zeal** for the integral Salvation of all allows one to actively express their faith in gospel witness and service. It is enthusiastically giving of oneself that involves preferential concern for the poor and the vulnerable; **Communion in Mission**, Mission as Communion allows one to work in solidarity and collaborations as a way of accomplishing the mission. Our response to the call is to be in association with the mission and **articulate**

(1) faith in the presence of God (2) respect for all Persons (3) Inclusive Community (4) Quality Education and (5) Concern for the Poor and vulnerable (*Our Lasallian Tradition*, 2020).

The Lasallian Guiding Principles defined the Poor and the vulnerable as:

"All those deprived of the means to realize their dignity as persons. In a broader sense, these are men, women and children who suffer from various forms of "poverty as frustration," the impoverishment born of injustice, physical and social evils, personal insufficiency and failure"

DLSU as a Community of Faith and Zeal. We are guided by the life of the Gospel emphasizing the inalienable dignity of each person and striving to develop authentic personal relationships through trust and mutual respect. As a tertiary school, we seek to serve and embrace each member of the community with varied needs and diverse personal, social and cultural backgrounds and do so, in providing accommodations which are committed to living the Lasallian mission.

DLSU, as an institution that facilitates personal and social development, adheres to the mandates of the Philippine Laws to lift the dignity, respect and raise the awareness of its members of their rights within and beyond the bounds of the university, specifically the observance of the Safe Spaces Act that ensures the preservation of human dignity and assures people of their rights.

Faithful to its mission as a Lasallian institution, we see the importance of a policy to enable us to bring this agenda at the institutional level, where conversations, policies, structures, programs, and support are provided to those who need them.

III. Scope

This policy puts the implementation of Safe Spaces Act in the context of the University community, and integrates provisions in the Commission on Higher Education (CHED) memo on gender and development. It governs all members of the Lasallian community composed of students, faculty members, administration and non-teaching personnel, regardless of a person's gender, gender identity, gender expression, sex, age, race, or nationality.

This policy covers all that occurs on any University campus or in connection with University programs or activities including those in a virtual environment.

The University hereby amends, as prescribed in the Implementing Rules and Procedures of Republic Act No. 11313 or the Safe Spaces Act of 2018 and the Policies and Guidelines for the Prevention and Investigation of Sexual Harassment Cases, established pursuant to Republic Act No. 7877, or the Anti-Sexual Harassment Act of 1995.

IV. Definition of Terms

As provided in the Safe Spaces Act and the DLSU manuals and handbook, the following are hereby defined as:

- **1.1.** *Student* refers to those enrolled in any subject or course in the University, regardless of the number of units enrolled, those included in the official student list of the Office of Registrar (OUR) and Office of Academic Services for Integrated School (OASIS), whether enrolled, on official leave of absence (LOA), on residency, or absence without leave (AWOL); and those allowed to graduate from the University and Integrated School (IS) but has not yet secured the required clearances from the University;
- **1.2.** *Employee* refers to a person, who in exchange for remuneration, agrees to perform specified services for another person, who exercises fundamental control over the work regardless of the term or duration of agreement. As provided in the RA11313 Safe Space Act, that for the purposes of the law

and these rules, a person who is detailed to an entity under a subcontracting or secondment agreement shall be considered an employee.

- **1.3.** *Employer* refers to those who exercise control over the employee. For DLSU, employer pertains to the following:
 - 1.3.1. Board of Trustees
 - 1.3.2. Central administration or university administration refers to those employed by the University for supervisory positions or those that have been appointed to oversee academic programs, support services, and other operations units.
- **1.4.** University Student Government and Graduate Student Council refer to the supreme and autonomous representative body of the students, undergraduate and graduate respectively.
- **1.5.** DLSU Integrated School Student Council refers to the autonomous representative of the Integrated School student body from Preschool to Grade 12. This term collectively includes both Student Councils for Laguna and Senior High School Manila.
- **1.6.** *Catcalling* refers to unwanted remarks directed towards a person, commonly done in the form of wolf-whistling and misogynistic, transphobic, homophobic, and sexist slurs.
- **1.7.** *Cyberstalking* is a form of stalking that is committed through an electronic medium in which online communication takes place.
- **1.8.** *Gender* refers to a set of socially ascribed characteristics, norms, roles, attitudes, values, and expectations identifying the social behavior of men and women, and the relations between them.
- **1.9.** Gender-based online sexual harassment refers to an online conduct targeted at a particular person that causes or likely to cause another mental, emotional or psychological distress, and fear of personal safety, sexual harassment acts including unwanted sexual remarks and comments, threats, uploading or sharing of one's photos without consent, video and audio recordings, cyberstalking and online identity theft.
- **1.10.** Gender identity and/or expression refers to the personal sense of identity as characterized, among others, by manner of clothing, inclinations, and behavior in relation to masculine or feminine conventions. A person may have a male or female identity with physiological characteristics of the opposite sex, or may have been assigned a particular sex at birth but who identifies with the opposite sex, or may have an identity that does not correspond to one's sex assigned at birth or to one's primary or secondary sex characteristics, in which case this person is considered transgender.
- **1.11.** Homophobic remarks or slurs are any statements in whatever form or however delivered, which are indicative of fear, hatred or aversion towards persons who are perceived to be or actually identify as lesbian, gay, bisexual, queer, pansexual and such other persons of diverse sexual orientation, gender identity or expression, or towards any person perceived to or actually have experienced same-sex attraction.
- **1.12.** *Information and communication system* refers to a system for generating, sending, receiving, storing or otherwise processing electronic data messages or electronic documents and includes the computer system or other similar devices by or in which data are recorded or stored and any procedure related to the recording or storage of electronic data messages or electronic documents.
- **1.13.** *Information and communications technology or ICT shall mean the totality of electronic means to access, create, collect, store, process, receive, transmit, present and disseminate information.*

- **1.14.** *Misogynistic remarks or slurs* are any statements in whatever form or however delivered, that are indicative of the feeling of hating women or the belief that men are inherently better than women.
- **1.15.** Sexist remarks or slurs are statements in whatever form or however delivered, that are indicative of prejudice, stereotyping, or discrimination on the basis of sex, typically against women.
- **1.16.** *Transphobic remarks or slurs* are any statements in whatever form or however delivered, that are indicative of fear, hatred or aversion towards persons whose gender identity and/or expression do not conform with their sex assigned at birth.
- **1.17.** *Stalking* refers to conduct directed at a person involving the repeated visual or physical proximity, nonconsensual communication, or a combination thereof that cause or will likely cause a person to fear for one's own safety or the safety of others, or to suffer emotional distress.

V. Policy Statement

De La Salle University recognizes its role in assuring the holistic development of the individual through collaborative and capacitating engagements. In greater recognition of this role, the University maintains integrity in service of the Lasallian community, upholds the rights and dignity of every individual, and guarantees full respect for human rights.

De La Salle University believes that all individuals should be treated equally. It welcomes learners, educators and support staff from all backgrounds. It is committed to creating and maintaining an inclusive learning environment, recognizing and respecting diverse perspectives in all issues. It looks upon difference and plurality as sources of creativity, personal and communal enrichment, as well as encouraging grounds for the practice of mindfulness. It supports all kinds of engagement that furthers understanding and appreciation of different ways of being in the world.

In light of this, De La Salle University therefore fights all forms of sexual harassment, and promotes a harassment- and violence-free environment--both physical and virtual--for all, and shall take effective measures to foster a safe space for all.

The University further affirms that every member of the Lasallian community, enjoys and is assured of:

- Right to a community free of harassment
- Right as a survivor, to report inappropriate conduct without retaliation or repercussions
- Right as a witness or confidant, to report inappropriate conduct without retaliation or repercussions
- Right as a respondent, to due process and appropriate hearing procedures
- Right to a quick and thorough investigation that shall observe confidentiality and respect for privacy
- Right to seek help, both for mental or physical health

Further, it commits itself in ensuring that the following are responded to:

- Gender responsive curriculum through mainstreaming strategies, including research activities,
- Periodic audit of policies, guidelines, structures and mechanisms to support gender equality and safe spaces,
- Training and development support for faculty and partners in the implementation of related programs, and
- Integration of relevant programs in the institutional plans.

VI. Communication of this Policy

- Every member of DLSU shall familiarize themselves with this policy.
- DLSU will highlight this policy through:

- consciousness-raising campaigns, including the posting of the University Policy and other relevant materials in public spaces on campus, and releasing of information through HDAs.
- holding training sessions, especially to the members of the pool for CODI
- o free seminars/webinars on the Safe Spaces Act and the DLSU Safe Spaces Policy
- including a discussion of the Safe Spaces Act and the DLSU Safe Spaces Policy in GENDERS and related courses
- o creating discussion forums on Gender and Gender-related issues.
- making the anti-sexual harassment orientation and clearance a component of the student curriculum, personnel related actions, such as hiring, tenure and promotion, and accreditation of service contractors, and partner entity engagements.

VII. Sexual Harassment and Discrimination

- A. Sexual harassment Defined: any unwanted, unwelcome, uninvited sexual advances, request for sexual favour, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature, or any offensive remarks about a person's sex, sexual orientation, gender expression, or gender identity that might reasonably be expected or be perceived to cause offence or humiliation to another, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive environment. While typically involving a pattern of behaviour, it can take the form of a single incident. Sexual harassment may occur between persons of the opposite or same sex. Both males and females can be either the survivors or the offenders.
- **B.** Discrimination Defined: refers to any distinction, exclusion or restriction which has the purpose or effect of nullifying the recognition, enjoyment or exercise, on an equal basis with others, of all human rights and fundamental freedoms in the political, economic, social, cultural, civil, or any other field.

II. VIII. Acts of Sexual Harassment and Other Sexual Offenses:

Acts of sexual harassment and discrimination, as defined in RA 11313, are classified as light, less grave, and grave offenses, which are as follows:

- *i.* Light Offenses shall include, but are not limited to:
 - 1. Unwanted remarks with sexual overtones;
 - 2. Unwelcome sexual innuendos which may be in the form of statements, questions, or jokes;
 - 3. Repeated unwanted comments on one's appearance that may degrade, humiliate, insult, or offend the receiver/s;
 - 4. Covert glances on a person's private parts or underclothing;
 - 5. Other analogous cases.
- *ii.* Less Grave Offenses shall include, but are not limited to:
 - 1. Repeated sexual jokes or comments that may degrade, humiliate, insult, or offend people who may hear;
 - 2. Repeated verbal abuse with sexual undertones;
 - 3. Making offensive hand or body gestures that may resemble sexual activities;
 - 4. Creating rumors about one's gender orientation, identity, and/or sex life;
 - 5. Not considering a person for a role based on their sex, orientation, gender identity, and expression;
 - 6. Making derogatory or degrading remarks directed towards one's sex, sexual orientation, gender identity, or sexual activities;
 - 7. Repeated offensive hand or body gestures that may resemble sexual activities;
 - 8. Invasion of the survivor's privacy through cyberstalking and incessant messaging;
 - 9. Other analogous cases.

iii. Grave Offenses shall include, but are not limited to:

- 1. Unwanted touching or brushing of the offender's genitals to any part of another's body or any part of the offender's body with another's genital;
- 2. Groping and touching of private parts that include, but not limited to, breasts, genitals, and buttocks;
- 3. Forcing someone to kiss or engage in sexual activities;
- 4. Attempted or consummated unwanted and forced sexual intercourse or torture in a sexual manner;
- 5. Sexual activities that deprive the survivor of their liberty;
- 6. Requesting for sexual favor in exchange for employment, promotion, local or foreign travels, favorable working conditions or assignments, a passing grade, the granting of honors or scholarship, or the grant of benefits or payment of a stipend or allowance;
- 7. Physical, psychological, and emotional threats, unwanted sexual misogynistic, transphobic, homophobic, and sexist remarks and comments online whether publicly or through direct and private messages;
 - a. Unwanted recording or taking of photos or videos or any other recording that are directed towards a person's private parts or underclothing;
 - b. Uploading, sharing, and spreading photos, videos, or any information online —whether real or edited—without the knowledge and consent of the survivor that may cause damage to one's reputation;
 - c. Impersonating identities of victims online or posting lies about the victims to harm their reputation; or
 - d. Filing false abuse reports to online platforms to silence victims.
- 8. Physical assault of a sexual nature, such as but not limited to rape, sexual battery, molestation, or attempts to commit these assaults; and
- 9. Other analogous cases.

IX. Committee on Decorum and Investigation (CODI)

- a. A **Committee on Decorum and Investigation (CODI)** shall be constituted for each case in accordance with the prescribed standards of the Safe Spaces Act.
- b. Principal Function. The Committee shall serve as an independent internal grievance mechanism that will act as the main body in the investigation and resolution of cases of all forms of sexual harassment and discrimination, as those involving violations of the Anti-Sexual Harassment Act of 1995, the RA11313 or The Safe Spaces Act, and any of the prohibited acts defined in these implementing policies and guidelines, in particular.
- c. As provided in the RA11313, the CODI shall be chaired by a woman, and not less than half of its members shall be women. To ensure equal representation, at least one member will be from the LGBTQI sector. Appointment of alternates to meet this criterion shall be made.
- d. All regular members shall appoint their respective permanent alternates who shall act on their behalf, and with authority to render decision, in case they are not available or when inhibition from the case has been made.
- e. There shall be a pool of members who shall be trained to handle cases. The CODIs shall be drawn from this pool. Members of the Council for Inclusion, Diversity and Well-being (CIDW) shall no longer be members of this pool and shall not be assigned to be a part of any CODI.
- f. Any of the parties, including the complainant and/or respondent, may request for a CODI member to inhibit themselves. The decision shall be made by the UCODI Chair and affirmed by majority vote of

the members excluding the member being questioned. The following may be grounds for conflict of interest and may serve as a basis for granting of inhibition.

- i. Relation by consanguinity or affinity
- ii. Initiative of the member, for reason of close affiliation with any of the parties
- g. Issues raised by either party on the member's ability to be impartial on the case. There shall be two types of CODIs

CODI For Cases Involving Faculty and Employees Only:

- i. Jurisdiction -- This Committee shall have jurisdiction over all (a) employees, whether regular or probationary, (b) faculty, whether full-time or part-time, (c) all other employees who have subsisting and executory employment contracts with the University, verbal or written or on a trimestral or yearly basis, when the complainant is another faculty or employee
- ii. Composition
 - 1. Representative from top management (academic if case is faculty vs. faculty)
 - 2. Representative from employees from the supervisory rank (academic if case is faculty vs faculty)
 - 3. Representative from rank-in-file employees (academic if case is faculty vs. faculty)
 - 4. Representative from the Unions and Employee Associations (this would be AFED and/or DLSUEA, or DLSU IS Faculty Association, depending on the parties).

CODI For Cases Involving Students:

- i. Jurisdiction The Committee shall have jurisdiction over (a) employees, whether regular or probationary, (b) faculty, whether full-time or part-time, (c) all other employees who have subsisting and executory employment contracts with the University, verbal or written or on a trimestral or yearly basis, and (d) all students, whether in integrated school, undergraduate, graduate or under exchange or non-degree programs, full-time or part-time, and as defined in the Student Handbook, when the complainant or respondent is a student
- ii. Composition
 - 1. Representative from the school administrators
 - 2. Representative from the faculty to represent the trainers, instructors, professors or coaches
 - 3. Representative from administrative employees
 - 4. Representative from the students
 - 5. Representative from the parents
- h. Powers and Functions.
 - i. Investigates, hears and decides cases for which it was constituted
 - ii. Issues subpoenas and other necessary writs and processes for the effective, efficient, objective, and impartial, and expedient disposition of cases.
 - iii. Makes factual and administrative findings, renders the corresponding decision, and imposes the appropriate penalty in accordance with these policies and guidelines.
 - iv. Exercises other powers necessary to effectuate the Anti-Sexual Harassment Act of 1995 and the Safe Spaces Act.

- i. Jurisdiction. The Committee shall have jurisdiction over all (a) employees, whether regular or probationary, (b) faculty, whether full-time or part-time, (c) all other employees who have subsisting and executory employment contracts with the University, verbal or written or on a trimestral or yearly basis, and (d) all students, whether in integrated school, undergraduate, graduate or under exchange or non-degree programs, full-time or part-time, and as defined in the Student Handbook.
- j. Mandate to Investigate. The University adheres to the IRR of Safe Spaces Act that requires prompt investigation to determine the veracity of information or knowledge and the circumstances that under which the act of GBSH or sexual violence were committed or reasonably know an impending act of such and take appropriate steps to collate evidence on its own initiative, and if necessary, relay the evidence for the conduct of an investigation by the Committee on Decorum and Investigation. This provision is regardless whether there was an official complaint filed or a request for the University to take action.

X. Procedures

- A. The CODI shall, at all times, observe due process and, investigate and decide on written complaints within ten (10) working days or less upon receipt
- B. It shall also ensure an appeal process for respondents.
- C. All sexual harassment and discrimination complaints must be filed with the Lasallian Center for Inclusion, Diversity and Well-being (LCIDWell) through its Coordinator for Gender Responsiveness and Safe Spaces.
- D. Filing. Any form of sexual harassment or gender-based discrimination committed may be reported verbally or in writing, in English or Filipino, by the complainant, or by any person on behalf of the alleged victim. Formal reports must be signed and notarized by the aggrieved party and accomplished in three (3) copies. It must contain the following:
 - 1. The name and office or affiliation of the individual against whom the complaint is filed;
 - 2. A narration of the circumstances with supporting evidences or documents attached.
- E. All informal reports done verbally or any other informal means shall be reduced in writing by the Coordinator for Gender Responsiveness and Safe Spaces using the prescribed complaint form signed by the aggrieved party or representative of the aggrieved party; Provided, that all supporting documents submitted shall be attached thereto;
 - In case of incidents reported anonymously, or incidents that have come to the knowledge of LCIDWell without a formal complaint, the Coordinator for Gender Responsiveness and Safe Spaces will make an inquiry on the incident. In the case of the Integrated School, anonymous reports or incidents that have come to the knowledge of the Student Discipline and Formation Unit (SDFU) without a formal complaint, the SDFU Director will create the incident report for submission to the Coordinator for Gender and Development and Safe Spaces.
- F. Upon receipt of a Complaint, the Coordinator for Gender Responsiveness and Safe Spaces will notify the immediate Supervisor for employees, and the Associate Dean for undergraduate and graduate students. For the Integrated School, it will be the Principal and the Associate Principal for Student Affairs.
- G. Interview. The Coordinator for Gender Responsiveness and Safe Spaces shall determine the particulars of the incident to be attested to by the aggrieved party for the purpose of verifying the complaint and providing adequate support and assistance to the victim.

- H. Notice. Within five (5) working days from receipt of the complaint, Coordinator for Gender Responsiveness and Safe Spaces shall serve a notice of complaint upon the person complained of with copies of all pertinent documents.
- I. If the student involved in the case, whether complainant or respondent, is below 18, his/her parent or guardian shall be served with a notice of complaint with copies of all pertinent documents.
- J. Answer. Upon receipt of the notice of complaint, the respondent is required to submit to the Lasallian Center for Inclusion, Diversity and Well-being (LCIDWell) three (3) copies of the Counter-Affidavit/Answer, signed and notarized, within three (3) working days from receipt of the notice, furnishing a copy to the complainant; otherwise, the Counter-Affidavit/Answer shall be considered as not filed. The answer, which must be written, signed and notarized, shall be specific and shall contain material facts and applicable laws, if any, including documentary evidence/s, sworn statements covering testimonies of witnesses, if any, in support of the respondent's case. It shall also include a statement indicating whether he/she elects a formal investigation. The answer must be filed within three (3) days from receipt thereof.
- K. Prima Facie Determination of Sexual Harassment and all gender-related offenses shall be the role of the University Legal Counsel. The prima facie determination is not appealable.
- L. Issuance of Formal Charge. After the evaluation of the case by OULC, and once prima facie has been established, the complaint shall be given clearance to proceed. A formal charge will be made against any or all of the respondents within ten (10) working days from the receipt of the Lasallian Center for Inclusion, Diversity and Well-being (LCIDWell) report and recommendation/s.
- M. The Council for Inclusion, Diversity and Well-being (CIDW), in coordination with the Coordinator for Gender Responsiveness and Safe Spaces shall also form a CODI and recommend this to the CIDW Chair who shall then convene the Council for approval. The CIDW will then formally constitute the CODI assigned for the said case.
- N. The process in the conduct of hearing shall be prepared by LCIDWell, and shall be approved by the CIDW, pursuant to the provisions stipulated in both RA7877 and RA11313.
- **XI.** Corrective Measures. Sanctions and corrective measures shall be determined according to the gravity of the offense.

a. For students

i. For light offenses

1st offense – Severe reprimand and gender sensitivity reorientation 2nd offense – Suspension for 1 term and gender sensitivity reorientation 3rd offense – Dismissal or Expulsion

ii. For less grave offenses

1st offense – Community service of 2 terms and gender sensitivity reorientation 2nd offense – Suspension up to a year and gender sensitivity reorientation 3rd offense – Dismissal or Expulsion

iii. For Grave offenses
 1st offense - Suspension with formation session to expulsion
 2nd offense – Dismissal or Expulsion

b. For teaching and non-teaching employees

i. For light offenses

1st offense – Severe reprimand and gender sensitivity reorientation

2nd offense – Suspension without pay, with prejudice to subsequent promotion, reclassification, for a period of up to three years, with gender sensitivity reorientation
 3rd offense – Dismissal

ii. For less grave offenses

1st offense – Suspension without pay, with prejudice to subsequent promotion, reclassification, for a period of up to three years, with gender sensitivity reorientation 2nd offense – Dismissal

iii. For grave offenses1st offense – Dismissal from the University

c. Non-teaching personnel

They shall adhere to the provisions stipulated in the agreement between their employers and with the University which may include, but is not limited to, formation sessions, severe reprimand, suspension without pay, with prejudice to subsequent promotion, reclassification and permanency and/or dismissal from the University.

- **d.** Additional Corrective Measures. Supplementary to the sanctions, the additional corrective measures below may be imposed within the period of service of the corrective measure. The measures include, but are not limited to:
 - i. Written or oral apology whichever is deemed necessary;
 - ii. Well-being treatment; and,
 - iii. Appropriate fines, if necessary.
- **e.** In determining whether corrective measures are appropriate or necessary, the following factors may be taken into consideration:
 - i. nature and circumstances of the act committed;
 - ii. frequency and severity of the act; personal circumstances of the person complained of/ respondent (e.g., age, maturity, position, or rank)
 - iii. safety of the parties or community; and,
 - iv. such other relevant factors.

These corrective measures may also be adopted in complaints submitted for disposition under the informal procedure.

III. XII. Supplementary Provisions.

a. Preventive Suspension. – Upon the determination of a prima facie case, the OULC may recommend to the University Chancellor or President, as the case may be, may suspend any student, teaching or non- teaching personnel for a non-extendible period of not more than

ninety (90) days from the issuance of Formal Charge; *Provided*, that no suspension shall be beyond the maximum imposable penalty.

- i. An order of preventive suspension may be issued to temporarily remove the respondent from the scene of his/her malfeasance or misfeasance and to preclude the possibility of his/her exerting undue influence or pressure on the witnesses against his/her tampering of documentary evidence on file with this Office.
- ii. A respondent under preventive suspension may be prohibited from any or all of the following:
 - 1. attending classes and academic activities/rendering work;
 - 2. entering DLSU academic offices / buildings and their premises;
 - 3. using DLSU campus facilities, including but not limited to, athletic facilities, libraries, and computer laboratories; except dormitories for athlete residents, health service, and others as may be recommended
 - 4. participating in DLSU activities within university premises;
 - 5. holding student/office jobs; and,
 - 6. enjoying IT privileges as defined by the current policies on IT uses and resources of the University, except online enrolment.
- b. Protection Order. For the purpose of preventing retaliatory acts such as but not limited to, disciplining, changing work assignments, or refusing to cooperate or discuss work or school related matters with the complainant because they complained about or resisted harassment, discrimination or retaliation or continuing acts of sexual harassment, a Protection Order may be issued by the Chancellor or President, as the case may be, on his/her own initiative, or upon application by the complainant, or upon the recommendation of the UCODI.
 - i. A Protection Order may be temporary or permanent. A Temporary Protection Order (TPO) may be issued for not more than ninety (90) days unless the charge is for a grave offense, in which case the TPO is issued for the duration of the proceedings. A Permanent Protection Order (PPO) may be issued as part of the corrective measures.
 - ii. The reliefs granted under a Protection Order shall serve the purpose of safeguarding the complainant from further harm, minimizing any disruption to their daily life, and facilitating their opportunity and ability to independently regain control over their life. The provisions of the Protection Order shall be enforced by the Academic Unit or Office that has authority over the respondent.
 - iii. Violation of the TPO/PPO shall be subject to immediate disciplinary action as recommended by the UCODI to the Chancellor.
- c. Alternative Dispute Resolution. This provides the aggrieved party and the respondent the opportunity to settle cases amicably, either through mediation by the Lasallian Center for Inclusion, Diversity and Well-being (LCIDWell), if possible, within the nature of the case, and with the presence of their respective representatives. It may be resorted to only in one complaint of sexual harassment; Provided, that these three requisites occur: it is the first complaint against the person being complained of; the complaint is a light offense; the case is peer-to-peer.
- **d**. **Appeal**. The party aggrieved by the decision of the CODI may file an appeal to the Chancellor through the Committee within five (5) working days from receipt of the decision. For Faculty and ASF, when the penalty is severance of service or dismissal, the case shall be automatically reviewed by the Service Review Board as prescribed in the 2021 Faculty Manual.

- e. Resort of the Courts. Nothing in this policy shall preclude the aggrieved party from instituting a separate and independent action for damages and other affirmative relief.
- **f. Malicious Prosecution.** While the University is totally committed to the safeguarding of the rights of all members of the academic community against sexual harassment, it is likewise the policy of the University to protect the same members from any malicious accusation and prosecution involving alleged acts of sexual harassment which are baseless and non-existent. This will be referred to the applicable grievance or disciplinary procedure of the University.
- **g.** Independent Action for Damages. Nothing in this policy shall preclude the aggrieved party from instituting a separate and independent action for damages and other affirmative relief.
- h. Prescriptive Period. All complaints for sexual harassment or gender-based sexual harassment (discrimination) shall be filed with the Lasallian Center for Inclusion, Diversity and Well-being (LCIDWell), and may be done at any point of a complainant's stay in the University or as provided for in the IRR of RA11313 particularly on Sec. 46-Prescriptive period.
 - i. In case a sexual harassment incident happened during the time when a respondent was a *bona fide* student of DLSU, but is no longer associated with the University (e.g., graduate) at the time of discovery or filing of an independent case by an aggrieved party, the University can withhold the respondent's good moral certificate and rescind their diploma if found guilty.
 - ii. In case a respondent was a professor or employee during the time of occurrence of the sexual harassment incident, but is no longer associated with the University at the time of discovery or filing of an external case by an aggrieved party, the University shall impose a perpetual employment ban on the respondent if found guilty.
- **i. Confidentiality Clause.** At any stage of the investigation, prosecution, and trial of an offense under this policy, the rights of the survivor and the accused shall be recognized and upheld.
 - i. In all cases of Sexual Harassment and Discrimination as enumerated in this policy and the supporting laws, the confidentiality of records on the survivor, and when the accused is a minor, will be protected.
- **j. Amendment.** The University Chancellor, with the approval of the Council for Inclusion, Diversity and Well-being shall call for the review of this policy or parts of it by members of the Lasallian Community periodically. Any member of the Lasallian Community may propose amendments through an initiative, and may do so with the USG. The amendment, as approved by the CIDW, shall take effect on the first day of the succeeding term.
- k. Repealing Clause. All administrative orders, rules, regulations, memoranda, circulars, resolutions, and other issuances or orders contrary to the provisions of the DLSU Safe Spaces Policy or inconsistent herewith are hereby repealed, modified or amended accordingly. This also amends Appendix M (Policies and Guidelines for the Prevention and Investigation of Sexual Harassment Cases) of the Faculty Manual
- **I.** Effectivity Clause. This policy shall take effect seven (7) days from publication in DLSU's official publication and platforms.

XIII. Complaints under this Policy

Complaints under this policy should be reported to the Lasallian Center for Inclusion, Diversity and Wellbeing (LCIDWell), (enumerated in Section VIII of this Safe Spaces Policy). (LCIDWell email: <u>lcidw@dlsu.edu.ph</u>)

APPENDIX L

DLSU INTEGRATED SCHOOL CHILD PROTECTION POLICY AND PROGRAM

Title of Policy	: DLSU IS CHILD PROTECTION POLICY AND PROGRAM	
Classification	: Academics	
Approval Authority	: PRESIDENT'S COUNCIL	
Endorsed By	: DLSU LAGUNA CAMPUS COUNCIL	
Implementing Authority : Associate Principal for Student Affairs – Student Discipline and Formation Unit		
Effective Date	: Term 1, AY 2021-2022 to Term 3, A.Y. 2023-2024	
Latest Revision	: N/A (Original Document – 2017)	

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SECTION 1: STATEMENT OF LEGAL COMPLIANCE

A. POLICY STATEMENT

The De La Salle University Integrated School Child Protection Policy and Program and outline of Procedures were created in response to the Department of Education Order No. 40, Series 2012. This manuscript is a legal institution-level document that enforces the most effective way of responding to and preventing acts of violence against children committed both inside and outside the school community.

The Integrated School hereby adopts the following policy on full promotion of the value, dignity, and rights of children providing them security and safety on- and off-campus.

B. PREAMBLE

The De La Salle University Integrated School is an institution of learning that ensures to offer a safe environment for the learners and promotes sound well-being among its students. This is realized as we strive to be true to our mission in promoting the Lasallian identity of spirit of faith, zeal for service, and communion in mission. Stemming from this thrust, all school personnel are vested with the responsibility of becoming agents of care. We safeguard children-in-school from any form of acts of violence whether committed on campus or outside while its effects are clearly reflected in one's well-being as a student. It is thus our pious duty to know and understand the school's Child Protection Policy and Program and exercise our willful duty to adhere and promote its contents and undertakings.

SECTION 2: DECLARATION OF FOUNDATION AND PURPOSE

In the formulation of this schoolwide Child Protection Policy and Program, it is not only the intention of De La

Salle University Integrated School to adhere to the order mandated by the governing body of Philippine Education. Rather it is her ardent intention to defend, care, cultivate understanding, and ensure that children under its supervision receive benevolent treatment and lawful protection against the danger of abuse and neglect. Therefore, the endorsement of this policy is fundamentally rooted and guided by the following:

A. Declaration of the Rights of the Child.

This official written statement is shared by members of the United Nations declaring the acceptance of the 10 principles pertaining to the rights of a child. These rights emanate from ensuring care and nourishment, protection against neglect and abuse, national identity, and societal acceptance.

B. Family Code of the Philippines.

This legal manuscript of the Republic of the Philippines embodies the definition and defining principles in the exercise of rights and privileges of an individual as a member of the family. This text guides the wisdom of the Child Protection Committee of De La Salle University Integrated School in their decision-making and recognition of the kind of protection to be exercised and its limits. These are specifically expressed in the following articles: The Family as an Institution (Article 149- 150), Support (Article 194-208), Parental Authority (Article 209-215), Substitute and Special Parental Authority (Article 216-219), and Authority upon the Persons of the Children (Article 220-224).

C. Anti-Bullying Act of 2013.

This document was enacted by the Philippine Government to enforce the formulation in every educational institution of an anti-bullying policy and procedure in handling cases of bullying and preventing retaliation against the informants.

D. Other Legal Documents.

These are documents that may be useful for the Committee in understanding the nature of the case presented. These documents include but are not limited to: The Child and Youth Welfare Code, Code of Ethics for Professional Teachers, Anti-Violence against Women and Children Act of 2014, and Safe Spaces Act RA 11313.

SECTION 3: SCOPE

This policy puts the implementation of DepEd's Child Protection Policy in the context of the Integrated School community and integrates its provisions and recommendations into the Integrated School's Child Protection Policy and Program.

In alignment with the University's Mental Health Policy and Safe Spaces Policy and Program, this policy covers all violence and abuse that occur on campus involving all employees, faculty, staff, students, parents, families, aides, and visitors, and off-campus involving the violence and abuse of bona fide DLSU Integrated School students, including the virtual environment.

The Integrated School hereby amends, as prescribed in the DepEd Order No. 40, s. 2012, the policies and guidelines stipulated in this document.

SECTION 4: DEFINITION OF TERMS

As provided in the Child Protection Policy and the DLSU IS Student Handbook, the following are defined:

4.1. Ad Hoc Representative.

This is a type of membership under the Child Protection Policy and Program in which the member's involvement is only defined for a specific purpose.

4.2. Bullying or Peer Abuse.

This refers to willful aggressive behavior that is directed towards a particular victim who may be outnumbered, younger, weak, with a disability, less confident, or otherwise vulnerable. More particularly:

- **4.2.1. Bullying** is committed when a student commits an act or a series of acts directed towards another student, or a series of single acts directed towards several students in a school setting or a place of learning (physical or virtual), which results in physical and mental abuse, harassment, intimidation, or humiliation. Such acts may consist of any one or more of the following:
 - 4.2.1.1. Threats to inflict a wrong upon the person, honor, or property of the person or on his or her family;
 - 4.2.1.2. Stalking or constantly following or pursuing a person in his or her daily activities with unwanted and obsessive attention;
 - 4.2.1.3. Taking of property;
 - 4.2.1.4. Public humiliation, or public and malicious imputation of a crime or of a vice or defect, whether real or imaginary, or any act, omission, condition, status, or circumstance tending to cause dishonor, discredit or expose a person to contempt;
 - 4.2.1.5. Deliberate destruction or defacement of, or damage to the child's property;
 - 4.2.1.6. Physical violence committed upon a student with or without the aid of a weapon. Such violence may be in the form of mauling, hitting, punching, kicking, throwing things at the student, pinching, spanking, or other similar acts; and
 - 4.2.1.7. Restraining the liberty and freedom of a learner or student.
- **4.2.2.** Cyberbullying is any conduct defined in the preceding paragraph, as resulting in harassment, intimidation, or humiliation, through electronic means or other technology such as, but not limited to, texting, email, instant messaging, social media posting, or other platforms or formats.
- **4.3. Child (or children).** Lifting the definition from the Department of Education Order No. 40 (s. 2012), a child refers to any individual below the age of 18 or someone at the age of 18 but cannot take care of oneself nor protect oneself from abuse, harm, and neglect because of psychological and physical incapacity. The term also covers any person 18 years of age and older but is still in school completing a Basic Education degree.
- **4.4. Child Abuse.** This refers to the maltreatment of a child, whether habitual or not, which includes the following:
 - 4.4.1. Psychological or physical abuse, neglect, cruelty, sexual abuse, and emotional maltreatment;
 - 4.4.2. Any act by deeds or words which debases, degrades, or demeans the intrinsic worth and dignity of a child as a human being;
 - 4.4.3. Unreasonable deprivation of the child's basic needs for survival, such as food and shelter; or
 - 4.4.4. Failure to immediately give medical treatment to an injured child resulting in serious impairment of his or her growth and development or in the child's permanent incapacity or death (Sec. 3[b], RA 7610).
- **4.5. Child Exploitation.** This refers to the use of children for someone else's advantage, gratification or profit often resulting in unjust, cruel, and harmful treatment of the child. These activities disrupt the child's normal physical or mental health, education, moral or social-emotional development. It covers situations of manipulation, misuse, abuse, victimization, oppression, or ill-treatment. There are two main forms of

exploitation: sexual exploitation and economic exploitation.

- **4.6. Child Protection.** These are a set of policies, guidelines, procedures, structures, and standards that aim to safeguard children who have experienced violence and harm from others.
- **4.7. Children in School.** Refers to bona fide students or learners who are enrolled in DLSU Integrated School whether regular, transferee, or repeater, including those who have been temporarily out of school, who are on campus, in online distance learning setup, or participating in school-sanctioned activities.
- **4.8. Confidentiality.** This is a procedure that keeps sensitive information private. It also delimits the range of sharing of information. Confidentiality is an accountability of all involved in the Child Protection case hearing.
- **4.9. Corporal Punishment.** This refers to a kind of punishment or penalty imposed for an alleged or actual offense, which is carried out or inflicted, for the purpose of discipline, training, or control, by a teacher, school administrator, an adult, or any other child who has been given or has assumed authority or responsibility for punishment and discipline. It includes physical, humiliating, or degrading punishment including, but not limited to blows, hair pulling, dragging a child, forcing a child to perform physically painful acts, deprivation of physical needs, tying up a child, confinement, verbal abuse, forcing a child to wear a sign, permanent confiscation of personal property, and other analogous acts.
- **4.10.** Discrimination against children. This refers to acts and attitudes that exclude children from groups, label children with distinct remarks, restrict children's participation due to specific grounds (e.g. ethnicity, sexual orientation, gender identity, religious affiliation, political opinion, social status, health condition (i.e. HIV or AIDS), or disability for the purpose of nullifying, impairing, or barring recognition, enjoyment, or participation in activities exercised by all persons, on an equal footing, of all rights and freedoms.
- **4.11.** Ethical Decision Making. This is the process of choosing the best alternative(s) that doesn't violate the ethical principle both in the context of universality or as bounded by the practice of a specific profession.
- **4.12. Gender-based harassment and discrimination.** This refers to the offenses related to harassment and discrimination of persons based on gender. The following are forms of this offense:
 - **4.12.1. Gender-based online sexual harassment.** This refers to an online conduct targeted at a particular person that causes or likely to cause another mental, emotional or psychological distress and fear of personal safety, sexual harassment acts including unwanted sexual remarks and comments, threats, uploading or sharing of one's photos without consent, video and audio recordings, cyberstalking, and online identity theft.
 - **4.12.2.** Homophobic remarks or slurs. These are any statements in whatever form or however delivered, which are indicative of fear, hatred or aversion towards persons who are perceived to be or actually identify as lesbian, gay, bisexual, queer, pansexual and such other persons of diverse sexual orientation, gender identity or expression, or towards any person perceived to or actually have experienced same-sex attraction.
 - **4.12.3. Misogynistic remarks or slurs.** These are any statements in whatever form or however delivered, that are indicative of the feeling of hating women or the belief that men are inherently better than women.
 - **4.12.4. Sexist remarks or slurs.** These are statements in whatever form or however delivered, that are indicative of prejudice, stereotyping, or discrimination on the basis of sex, typically against women.
 - **4.12.5. Transphobic remarks or slurs.** These are any statements in whatever form or however delivered, that are indicative of fear, hatred or aversion towards persons whose gender identity, and/or expression do not conform with their sex assigned at birth.
 - 4.12.6. Stalking. This refers to conduct directed at a person involving the repeated visual or physical

proximity, non-consensual communication, or a combination thereof that can cause or will likely cause a person to fear for one's own safety or the safety of others, or to suffer emotional distress.

- **4.13.** Guardians or Custodians. This refers to legal guardians, foster parents, and other persons, including relatives or even non-relatives, who have physical custody of the child.
- **4.14. Inside School.** This refers to the territorial boundaries of De La Salle University Laguna and Manila, including academic and non-academic buildings and campuses, the parking lots adjacent to them as well as immediate sidewalks within a periphery of five (5) meters from gates, fences or dividing walls of buildings, and within a periphery of two hundred (200) meters for cases that merit this consideration. The 200-meter peripheral covers the following in these campuses:
 - Laguna Campus: This covers the University Drive and adjacent open spaces surrounding the campus.
 - Manila Campus:
 - o From Sports Complex to DLSU Female Athletes' Dorm (Fidel Reyes. St.)
 - $\circ~$ From DLSU façade to 944 Maligaya St. (after Dagonoy) marked by a post
 - $\circ~$ From South Gate to the street across Starbucks (up to the power source of LRT)
 - o From Biological Garden to front of the old Harrison Plaza (up to Metrobank's rear premises)
- 4.15. Outside School. This refers to the area beyond what is defined as "Inside School."
- **4.16. Parents.** This refers to biological parents, stepparents, adoptive parents, and common-law spouse or partner of the parent.
- **4.17. Perpetrator.** He or she is the person who harms, abuses, and threatens the student debilitating safety and security. His or her presence causes psychological disturbance to the student deterring his ability to live a normal and safe life.
- **4.18. Retaliation.** Denotes any act of counterattack performed by the aggrieved party against a school official. This happens as a consequence of the informant's rightful adherence to his duty to report suspected violent acts against any child in school.
- **4.19.** School Personnel. This refers to persons, singly or collectively, working in the Integrated School. They are classified as follows:
 - **4.19.1. Administrators.** Refers to IS Faculty given administrative positions such as, but not limited to, Principal, Associate Principal, Subject Coordinators, and Directors.
 - **4.19.2.** Academic Personnel. This includes all personnel who are formally engaged in actual teaching service or in research assignments, either on a full-time or part-time basis. They may include school personnel who are responsible for academic matters and other school officials.
 - **4.19.3. Co-Academic Personnel.** This includes all personnel who provide administrative and clerical assistance to offices. They may be referred to as "secretaries" or "admin assistants."
 - **4.19.4. Academic Service Personnel.** This refers to personnel who are formally engaged in non-teaching positions but support the basic education curriculum. This includes Library staff, IT staff, and Laboratory technicians.
 - **4.19.5. Contractual Employees.** This refers to school personnel who are employed through a third-party service provider. This includes security officers, janitors, construction workers, and other persons hired from outside.
 - **4.19.6. Other School Personnel.** This includes personnel who work in offices that support the school's operations like those working in the Accounting Office, Registrar's Office, Clinic, Facilities Management Office, and other similar offices.
- 4.20. School Visitor or Guest. This refers to any person who visits the school and has any form of official

business with the school, and any person who does not have any official business but is found within the school premises for certain valid reasons.

- **4.21. Student or Learner.** This means a child who regularly attends classes on any level of the basic education system under the supervision and mentorship of a teacher or learning assistant.
- **4.22.** Violence. This refers to a single act or a series of acts committed by anyone which result in or is likely to result in physical, sexual, psychological harm or suffering, or other abuses including threats of such acts, battery, assault, coercion, harassment, or arbitrary deprivation of liberty. It includes, but is not limited to the following acts:
 - **4.22.1.** Physical Violence refers to acts that inflict bodily or physical harm. It includes assigning children to perform tasks that are hazardous to their physical well-being.
 - **4.22.2.** Sexual Violence refers to acts that are sexual in nature. It includes, but is not limited to rape, acts of lasciviousness, making sexually suggestive remarks, forcing a child to watch obscene publications and shows, acts causing or attempting to cause the child to engage in any sexual activity by force, or favors.
 - **4.22.3.** Psychological Violence refers to acts or omissions causing or likely to cause mental or emotional suffering of the child, such as but not limited to, intimidation, harassment, stalking, damage to property, public ridicule or humiliation, deduction or threat of deduction from grade or merit as a form of punishment, and repeated verbal abuse.
 - **4.22.4.** Other acts of violence of a physical, sexual, or psychological nature that are prejudicial to the best interest of the child.

SECTION 5: MARGIN OF INVOLVEMENT AND COLOR CODING

The margin of involvement of the school sets the boundaries of participation of the school and its personnel in the investigation, gathering of evidence, and decision-making pertaining to a specific case of child abuse. The coding system is devised to identify the extent to which this Child Protection Policy and Program will be applied. One of the primary roles of the fact-finding committee is to competently assess the presented case and decide on which color code it is categorized. The system also determines the on-campus school procedures that will be operational when handling a reported case of child abuse. The colors White, Gray, Yellow, and Red are used operationally for the purpose of coding.

COLOR CODE	PROPERTY AND CLASSIFICATION OF OFFENSES	PROCEDURE/ INTERVENTION
White (DLSU-IS Student- to- Peer Aggression)	The act of violence happens in school and involves student-to-student offenses or aggression, or an act of violence committed by aDLSU Integrated School student against another youth (minor) inside school. The aggrieved party may be a DLSU-IS student, a student of another school, non-school youth, and any other individual whose connection with the Integrated School is not established. Offenses: Bullying or "Peer Abuse" Cyberbullying Peer Violence	 Endorse case to the Student Discipline and Formation Unit Process according to the existing policy and procedures as stipulated inthe Student Handbook Immediate action of communicating with parents of both parties Dispute management between parent-to-parent

Gray (DLSU IS Student- to- Peer aggression)	The act of violence happens online (social media) or outside school and involves student- to-student offenses or aggression or an act of violence committed by a DLSU Integrated School student against another youth (minor) inside school. The aggrieved party may be anotherDLSU- IS student, a student of another school, non- school youth, and any other individual whose connection with the Integrated School is not established. Offenses: Bullying or "Peer Abuse" Cyberbullying Peer Violence	 Endorse case to the Student Discipline andFormation Unit SDFU identifies if case merits jurisdiction Process according to the existing policy and procedures as stipulated inthe Student Handbook Immediate action of communicating with parents of both parties Dispute management between parent-to-parent
Yellow (School Personnel- to- DLSU IS Student aggression)	 The act of violence happens inside or outside schooland involves a DLSU school personnel-to-student offense or aggression. Offenses: Child Abuse (Psychological, physical, and emotional) Cyberbullying Child Exploitation (Economic) Corporal Punishment Discrimination against children Physical Violence Psychological Violence 	
Red (Non-School Personnel-to- DLSUIS Student aggression)	 The act of violence towards the student happensinside or outside school and involves non- school personnel to child (DLSU-IS student) Offenses: Child Abuse (Psychological, physical, and emotional) Cyberbullying Child Exploitation (Economic) Corporal Punishment Discrimination against children Physical Violence Psychological Violence 	 If the incident happens in school, immediate action ofcommunicating with the aggrieved parent Manage distress tolerance Assist aggrieved party in any action they want to take against the alleged perpetrator
Violation against the DLSU Safe Spaces Policy and Program	 Acts of violence and exploitation of a sexual nature: Offenses: Child Exploitation (Sexual) Sexual Violence Child Abuse (Sexual Abuse) Gender-based harassment and discrimination 	• Endorse the case to the Student Discipline and Formation Unit following protocols indicated in the DLSU Safe Spaces Policy and Program

SECTION 6: INDICATORS OF ABUSE

Most of the information contained in this section is adopted from the Mayo Foundation for Medical Education and Research (MFMER). These details will guide all concerned in spotting possible victims of abuse and harm, providing immediate assistance to suspected victims of abuse and harm, and help the Committee in identifying the best possible courses of action to address the immediate concern.

Children who experience abuse and suffer harm at the hands of significant others feel confused, guilty, and ashamed. He may have an apprehension to tell anyone about the experience due to fear particularly if the

abuser is a parent, a close relative, a dear person. The indicators below will help all concerned individuals in determining a possible problem:

- Social withdrawal or isolation. Including a noticeable decline to engage in usual activities.
- Sudden change in behavior with features of aggression, hostility, anger, and at times hyperactivity. There could also be a marked decline in school performance.
- Signs of depression or depressive symptoms are present (in some cases there are children who may exhibit behavioral symptoms of PTSD.)
- Successive absences and refusal to go to school.
- Significant involvement in school activities as if the child does not want to go home.
- Strong desire to run away, rebellious behavior, and being defiant.
- Suicide ideations, attempts, (and cry for help)

The following are specific indicators under each type of abuse:

Physical Abuse

- Presence of unexplained physical injury (e.g. bruises, fracture, and burns).
- Persistent untreated medical and dental problems.
- Poor consistency in the explanation of the child regarding the acquired injury. Sexual Abuse
- Noticeable sexual behavior, attitude, and knowledge that is inappropriate for a child's age.
- Statement expressed that they are sexually abused.
- Suspicious blood in the underwear, complaints of pain in the genital area, and trouble walking.
- Signs of pregnancy or symptoms of any sexually transmitted diseases.
- Shared a story that they were sexually abused by another child.
- Inappropriate sexual contact with other children

Emotional Abuse

- Exaggerated behavior that seeks affection, decline in school performance, avoidance of certain situations, and complaint of physical pain that are not medically explained
- Expression of loss of interest or enthusiasm and features of social withdrawal and backward school performance
- Enactment of delayed or inappropriate emotional development
- Experience symptoms of depression and signs of impairment in self-confidence and self-esteem
- Extinction of previously acquired life skills Signs of Neglect
- Noticeable decline in growth, gaining or loss of weight, and poor hygiene
- Non-compliance with appropriate dressing (or clothing) and poor school attendance
- Reports of stealing or taking others' money or food without asking permission
- Odd eating behavior including finishing the food in one sitting or saving some amount for later consumption
- Unattended health and dental problems
- Emotional and mood swings that are inappropriate and out of context
- Acts indifferently

Most of the described indicators are guides to prompt further assessment of cases presented for deliberation whether there is an occurrence of abuse or neglect. The Committee members must exhaust all means to validate indicators with evidence.

SECTION 7: PROCEDURES

This section will delineate procedures of reporting, validating of incidence, and delimitation of communication channels when a case of abuse or any violent act against children is disclosed or suspected to have occurred.

The following information will be used as a guide in handling such cases:

- 1. All reports of abuse, neglect, or any form of violence against children done verbally or in writing by a member of the community must be reported immediately to the SDFU and documented using the prescribed form. The SDFU Director will prepare a written report which will be submitted to the Chair of the Child Protection Committee.
- 2. The following offices must be informed of the complaint for appropriate action to safeguard the victim of abuse: Homeroom Adviser, Subject Teachers, Prefect of Discipline, and School Counselor.
- 3. In cases that an immediate need for first aid is required, the child will be attended by experts in the Health Services Office, a detailed medical report will be forwarded to the SDFU Director and this must be appended to the written report for submission to the Chair.
- 4. Upon receipt of the report by either the Homeroom Adviser, Subject Teacher, Prefect of Discipline, or School Counselor, the alleged aggressor must be removed from the place of the commission of the aggression, away from the victim.
- 5. The Vice-Chair will prepare the report clearly identifying the complainant (which may be the victim or another person on the victim's behalf) for submission to the Chair of the Child Protection Committee within the day and both will decide if the presented case is categorized as WHITE, GRAY, YELLOW, or RED. Succeeding courses of action will be determined by the coding assigned to the case.
- 6. Cases must be resolved in 45 calendar days from the receipt of the formal complaint. This includes all procedures involving the convening of the fact-finding committee, informing parents, investigation, and resolution.

A. CODE WHITE AND GRAY

All forms of violence between one student and another in which the existing Student Handbook describes the nature of the offense will be dealt with according to the policy and procedure of the Student Discipline and Formation Unit (SDFU). A copy of the official written report showing the final decision on the case together with the supporting documents will be furnished by the SDFU to the Child Protection Committee for record-keeping.

B. CODE GRAY

All forms of violence between one student and another that happens outside school including cyberspace (e.g. social media) in which the existing Student Handbook describes the nature of the offense will be dealt with according to the policy and procedure of the Student Discipline and Formation Unit (SDFU). SDFU will establish jurisdiction over the case based on the criteria defined in the Student Handbook. Cases whose jurisdiction is not established, SDFU will assist the aggrieved party with the necessary documents requested. For cases whose jurisdiction is established, a copy of the official written report showing the final decision on the case together with the supporting documents will be furnished by the SDFU to the Child Protection Committee for record-keeping.

C. CODE YELLOW

- 1. The Child Protection Committee Chair will immediately call for the convening of a fact-finding committee for Code Yellow and deliberate on the initial courses of action tailored to the presented case. This includes establishing jurisdiction on the case and a prima facie, upon consultation with the Office of the University Legal Counsel (OULC).
- 2. The parents of the victim must be called for an initial case conference and the specifics of the preliminary

deliberation of the case will be presented. A detailed plan of action will be discussed and other issues will be settled (e.g. parents' outburst of anger).

- 3. The School Counselor will conduct a clinical interview with the victim to gather detailed information focusing on the victim's cognitive, affective, and psychosocial domains. A confidential Intake Summary Report must be prepared after the assessment interview. The clinical interview is not primarily used to further investigate the incidence of violence but the content of the Intake Summary Report will help validate the disclosure of the violent action. An intake interview is always accompanied by the informed consent signed by the parent.
- 4. In the case of physical abuse, the School Physician, or the child's family physician if requested by the victim or their parent/guardian, can do a physical examination on the bruises and/or markings that are evident in the child's body. In the case of suspected sexual abuse, the School Physician may assist in the referral of the child for medico-legal procedure. Any case of violence against a child must be documented properly in the school's Health Services Unit and a copy of the record must be forwarded to the Child Protection Committee.
- 5. The fact-finding committee will submit their recommendation and evidence to the Chair for proper endorsement of the case to the IS Service Review Board stipulated in the IS Faculty Manual. The CCHRSO shall exercise its duty for sanctions and labor-related proceedings.

D. CODE RED

- 1. If the incident happens inside school, the Child Protection Committee Chair (or Vice-Chair) must immediately inform the parents of the aggrieved regarding the incident involving the non-school personnel and their child.
- The parent(s) has all the rights to act on their own decision and judgment. If they plan to seek immediate legal action and protection against the alleged perpetrator, the school can assist by providing a copy of the initial documents upon request.

a. The succeeding procedure may be used as a guide if the parents seek further assistance from the school:

- 3. The School Counselor will conduct a clinical interview with the victim to gather detailed information focusing on the victim's cognitive, affective, and psychosocial domains. A confidential Intake Summary Report must be prepared after the assessment interview. The clinical interview is not primarily used to further investigate the incidence of violence but the content of the Intake Summary Report will help validate the disclosure of the violent action. An intake interview is always accompanied by an informed consent.
- 4. In the case of physical abuse, the School Physician can do a physical examination on the bruises and/or markings that are evident in the child's body. In the case of sexual abuse with vaginal penetration, the School Physician may assist in the referral of the child for medico-legal procedure. Any case of violence against a child must be documented properly in the school's Health Services Unit.
- 5. The incident report will be prepared by the Vice-Chair which shall describe the incident and procedures conducted, and appended with supporting documents (produced in Steps C and D). These shall be submitted to the Child Protection Committee for documentation and record-keeping.

SECTION 8: PROTOCOL AND NORMS IN HANDLING EXTERNAL LEGAL COMPLAINTS AGAINST DLSU IS STUDENTS

The Child Protection Committee of De La Salle University Integrated School recognizes the concept of "human frailty" in our students. There would be situations that some students of our school may be involved in

behaviors and decisions that may go against the sanction of law while they are outside the school. Some situations that may be descriptive of this premise include, but not limited to, when our student is involved in cyberbullying a student of another school, complaint of malicious misconduct by the parents of the partner who are attending a different school, involvement in a brawl with students of another school. In the event a legal complaint is raised against our student, the following are suggested guidelines to handle the case:

- 1. The Chair of the Child Protection Committee accompanied by the Vice Chair will accommodate the visiting complainant (e.g. the Principal of another school, complaining parents), LSWDO representative, or law enforcement representative. The Vice Chair will take in the narration of the incident, the details of the complaint, and other pertinent information that will be shared during the dialogue.
- 2. The Chair shall express the school's assistance should it be necessary for the legal case to move forward.
- 3. Chair and Vice Chair will consult the OULC for any requests made by the complaining party.
- 4. An active communication will be maintained with the complaining party and the school.

The following scenario must be handled with reservation, care, and resistance:

1. Allowing the external party to conduct the investigation including setting up face-to-face encounters between the complainant and the student being complained.

2. Concluding an agreement with the complainant without the knowledge of the parents of the student being complained.

3. Providing and/or offering the personal information of the complained student and his parents to the complainant.

4. Allowing the complaining party to access investigation reports without the signed approval of the parents of the complained student.

SECTION 9: THE CHILD PROTECTION COMMITTEE (CPC) AND FACT-FINDING COMMITTEE

Considering the spirit and nature of operations of the DLSU Integrated School, two committees will be established to better address the functions expected from each of the committees:

- **A. Child Protection Committee.** The Child Protection Committee (CPC) will perform the following functions as stipulated in DepEd Order No. 40, s. 2012.
 - 1. Review the school's Child Protection Policy and Program every three (3) years. This document must ensure that the following have provisions:
 - School-based referral and monitoring system;
 - System for identifying students who may be suffering from significant harm based on any physical, emotional, or behavioral signs;
 - 2. Initiate information dissemination programs and organize activities for the protection of children from abuse, exploitation, violence, discrimination, and bullying or peer abuse;
 - 3. Identify and refer cases to the appropriate offices based on the Color Coding system (See Section 5);
 - 4. Ensure that assistance is provided to the parents or guardians, whenever necessary in securing expert guidance counseling from the appropriate offices or institutions;
 - 5. Monitor the implementation of positive measures and effective procedures in providing the necessary support for the child and for those who care for the child every end of the academic year; and

- 6. Ensure that the children's right to be heard are respected and upheld in all matters and procedures affecting their welfare.
- 7. Composition:
 - O Principal Chair
 - O Associate Principal for Student Affairs Vice-Chair
 - o I.S. Faculty Association President
 - o DLSU IS Parents Association, Inc. President
 - o DLSU IS Student Council Presidents
- **B.** Ad Hoc Fact-Finding Committee. The ad hoc fact-finding committee's function is to gather information, establish jurisdiction and prima facie. OULC is consulted in establishing a prima facie case for addressing Code Yellow (School Personnel):
 - 1. Principal
 - 2. Associate Principal for Student Affairs
 - 3. I.S. Faculty Association President
 - 4. Department Head of the Alleged Perpetrator
 - 5. Department Head of the victim (if different from the alleged perpetrator)

SECTION 10: CAPACITY BUILDING PROGRAM

The capacity building initiatives are activities and programs created and supervised by the Child Protection Committee Chair that aims to achieve the following:

- 1. Promote awareness among school stakeholders regarding the existing Child Protection Policy and Program;
- 2. Ensure that the existing policy is enforced and the procedures are observed; and
- 3. Communicate the message on the importance of prevention over remediation.

A. School Community Orientation

An annual orientation of the Child Protection Policy will be conducted especially for the faculty members who have not signed their intent of support in promulgating the existing Child Protection Policy of De La Salle University Integrated School. Faculty members who are renewing their Letter of Intent must also renew their Intent of Support and Oath of Undertaking pertaining to the Child Protection Policy. Regular orientation on the forms, updates, and changes will be implemented and provided with diligence.

B. Parents Orientation

A regular orientation program that will include the introduction of the existing Child Protection Policy will be conducted annually. A copy of this policy will be made available to parents upon request. Regular releasing of circular pertaining to different initiatives in the development and implementation of the Child Protection Policy will be practiced.

C. Advocacy campaign on Denouncing Violence against Children

November 19 marks the World Day for the Prevention of Child Abuse according to American Psychological Association. De La Salle University Integrated School supports this declaration by ensuring that the 3rd week of November is dedicated in the observance of such celebration. Simple yet recognizable activities to highlight the intention of denouncing violence against children will be organized within the said week. Faculty members, Student Council, and Parents Association are encouraged to support the event through the direction of the Chair of the Child Protection Committee.

D. Information Dissemination

Every member of the DLSU Integrated School community shall familiarize themselves with this policy. The Integrated School will highlight this policy through:

- 1. Posting of this policy on Bulletin Boards of offices. All occupants of the identified offices are required to make themselves oriented and aware of all aspects of the Child Protection Policy and Program;
- 2. Releasing of this policy through a Helpdesk Announcement; and
- 3. Making the Child Protection Policy and Program orientation a component for hiring of new faculty, and review of the policy for renewed and permanent faculty and employees during the In-Service Training weeks prior to the start of each academic year.

E. Faculty Mentoring Program

A faculty mentoring program will be created to help faculty members seek advice and support in times of distress. The mentoring program will also equip them with more skills to exercise their profession with strict adherence to the code of ethics. In most cases, it is the immediate supervisor of the faculty/teacher who will include in his mentoring program a discussion/topic of this matter.

SECTION 11: REMEDIATION PLANS, POST-INTERVENTION CARE AND OTHER SUPPORT

A. Legal Counsel and Assistance for Retaliation

The school will provide legal counsel in the event of retaliation by the parent(s) against the school and its officials, especially for cases that are coded red. Legal Counsel is also available for the Committee to guide them with the appropriate legal actions for sensitive cases.

B. Counseling and Psychosocial Intervention

This post intervention care can be provided as standalone assistance when no outside expert is available to handle the case. However, there are certain limitations that must be considered including the school being the setting, exposure of the Counselor to work on the case, and case load of the Counselor and other non- counseling related activities. In the event the child is working with an external mental health expert, a good collaborative relationship must be established between the School Counselor and the outside mental health expert.

C. Accommodation for Academic Compliance and Reentry

In case the child filed for a medical leave and his absences are the only impediment for him to fulfill his academic requirements of the grade level, the school may devise a mechanism so the child can still cope with the backlogs to prevent delays in his or her academic progress.

SECTION 12: SUPPLEMENTARY PROVISIONS

A. Alternative Dispute Resolution

This provides the aggrieved party and the respondent the opportunity to settle cases amicably, either through mediation by trained mediators, if possible within the nature of the case, and with the presence of their respective representatives. It may be resorted to only in one complaint of abuse or violence.

B. Appeal

The party aggrieved by the decision may file an appeal to the Provost through the Committee within five (5) working days from receipt of the decision.

C. Confidentiality Clause

At any stage of the investigation, prosecution, and trial of an offense under this policy, the rights of the survivor and the accused shall be recognized and upheld.

• In all cases of abuse and violence as enumerated in this policy and the supporting laws, the confidentiality of records on the complainant, and when the respondent is a minor, will be protected.

D. Amendment

Any member of the Lasallian Community may propose amendments through an initiative and may do so through the Student Councils.

E. Repealing Clause

All policies, procedures, standards, guidelines, and other issuances or orders contrary to the provisions of the Child Protection Policy and Program or inconsistent herewith are hereby repealed, modified or amended accordingly.

F. Effectivity Clause

This policy shall take effect seven (7) days from publication in DLSU's official publication and platforms.

RELATED POLICIES:

DLSU Mental Health Policy DLSU Safe Spaces Policy and Program Off-Campus Student Crisis Protocols

REFERENCES:

- American Psychological Association. World day for the prevention of child abuse. Retrieved from http://www.apa.org/pi/prevent-violence/programs/international-day.aspx
- AN ACT REQUIRING ALL ELEMENTARY AND SECONDARY SCHOOLS TO ADOPT POLICIES TO PREVENT AND ADDRESS THE ACTS OF BULLYING IN THEIR INSTITUTIONS. (2012). Retrieved from https://www.officialgazette.gov.ph/2013/09/12/republic-act-no-10627/
- Department of Education. (2012). DepEd order no. 40, series 2012: DepEd child protection policy. Retrieved from http://www.deped.gov.ph/sites/default/files/order/2012/DO_s2012_40.pdf
- De La Salle University. (2021). DLSU Safe Spaces Policy and Program. Lasallian Center for Inclusion, Diversity and Well-being.
- Implementing rules and regulations of Republic Act No. 10627. (2013). Retrieved from https://www.officialgazette.gov.ph/2013/12/13/implementing-rules-and-regulations-of-republicact-no-10627/
- Mayo Clinic Child and Family Advocacy Center. (2017). Child abuse. Retrieved from http://www.mayoclinic.org/diseases-conditions/child-abuse/basics/symptoms/con-20033789
- Walther, S.T. (2003). Declaration of the rights of the child. Retrieved from https://www.unicef.org/malaysia/1959- Declaration-of-the-Rights-of-the-Child.pdf

APPENDIX M

BY LAWS OF DE LA SALLE UNIVERSITY INTEGRATED SCHOOL FACULTY ASSOCIATION, INC.

ARTICLE I MEMBERSHIP

Section 1. Eligibility for Membership

The following shall be eligible for membership in the Association:

- 1.1 Full-time Teaching and Non-teaching Faculty
- 1.2 Part-time Teaching and Non-teaching Faculty
- 1.3 Probationary Teaching and Non-teaching Faculty

Section 2. Commencement Membership

2.1 One's membership in the Association shall officially begin on the date of the written notice of approval of his/her application for membership by the committee on Membership.

Section 3. Discontinuance of Membership

Discontinuance of membership in the Association shall be for any of the following

- 3.1 Voluntary written resignation from the University
- 3.2 Final conviction in a court of law for a criminal offense
- 3.3 Termination for cause from the University

Section 4. Membership

4.1 Active members are those mentioned in Article I Sections 1.1, 1.2 and 1.3 unless disqualified by other provisions of these By-Laws. They are obligated to attend general membership meetings, and have the right to vote and to participate in the deliberations and activities of the Association. They are eligible for any office of the Association subject to possessing the qualifications thereof. In addition, they have the right to be represented by the Association in seeking redress or pursuing legitimate claims.

Section 5. Membership Fees

- 5.1 Permanent and Probationary Teaching and Non-teaching faculty members shall pay a membership fee, the amount of which shall be determined by the general membership. It shall be collected on a monthly basis through salary deduction.
- 5.2 Part-time faculty shall pay their Membership Fee on a per trimestral basis by salary deduction from the first paycheck of the trimester.

ARTICLE II ADMINISTRATIVE STRUCTURE

- Section 1. The Officers. The administration of the Faculty Association shall be the responsibility of the Executive Board which shall be composed of the following:
 - 1.1 The President, Vice President, Secretary, Treasurer, Auditor, and
 - 1.2 Six (6) Board Members comprising of the following:
 - 1.2.1 Pre-school to Grade 3
 - 1.2.2 Grade 4 to Grade 6
 - 1.2.3 Grade 7 to Grade 8

1.2.4 Grade 9 to Grade 10
1.2.5 Grade 11 to Grade 12 – Laguna Campus
1.2.6 Grade 11 to Grade 12 – Manila Campus

- Section 2. Term of Office. The Officers and Board Members of the Association shall hold office for a period of three (3) years from the time they take oath of office until their successors are duly elected and qualified.
- Section 3. Filling of Vacancy. In the event of a vacancy in the Executive Board, the vacancy shall be filled by the Executive Board constituting a quorum through the appointment with the Executive Board of any qualified member(s) recommended by the level to which the former representative belonged to serve the unexpired term of the predecessor.
- Section 4. Eligibility for Membership in the Executive Board. Any member of the Association shall be eligible for election or appointment to the Executive Board provided he/she possesses the necessary qualifications (cf. Article VII Section 1). The immediate past president of the Association shall sit as an ex-officio non-voting member of the succeeding Executive Board unless he/she is on professional leave or has retired/resigned from the University.
- Section 5. Expulsion. A member of the Executive Board shall be expelled by a two-thirds (2/3) vote of the Board and shall be considered ineligible to run in the next election in any of the following grounds:
 - 5.1 Gross violation(s) in any of the provisions of the Articles of Incorporation and By-Laws;
 - 5.2 Three (3) absences from the regular meetings of the Board for no valid reason.

ARTICLE III QUALIFICATIONS, DUTIES AND POWERS OF THE OFFICERS

Section 1. The Officers

Qualification of the President and the Members of the Board.

Any member shall be eligible for election to any office of the Association provided he/she possesses all the qualifications for membership in the Executive Board.

Section 2. The President

The President, who is the Executive Officer of the Association, shall have the following duties and powers:

- 2.1 Act as the presiding officer of the Executive Board and of the General Membership meetings.
- 2.2 Appoint the chairpersons of the Standing Committees of the Association with the concurrence of a majority of the members of the Executive Board.
- 2.3 Implement all the resolutions of the Executive Board.
- 2.4 Direct and supervise the program of activities of the Association with a view of attaining its stated objectives, either through the existing committees or those that may hereafter be created.
- 2.5 Approve vouchers covering applications of expenditures of the Association funds before payment or disbursement is made by the Treasurer.
- 2.6 Call special meetings of the Association or the Executive Board whenever he/she deems it necessary or upon written request of at least 30% of the general membership or a majority of the members of the Executive Board.
- 2.7 Represent the Association or cause it to be represented before any other Association, institution, or entity whether public or private.
- 2.8 Create Ad Hoc Committees with the concurrence of the majority of the Executive Board.
- 2.9 Prepare and publish an annual report to the General Membership.

Section 3. The Vice President.

The Vice President shall perform the following duties and functions:

- 3.1 Exercise the functions of the President in the event of the President's absence, incapacity, demise, replacement, or removal from office.
- 3.2 Perform all other functions and duties as the Executive Board or the President may delegate to him/her.

Section 4. The Secretary.

The Secretary shall perform the following duties and functions:

- 4.1 Record the proceedings of the Board and the General Membership meetings and furnish all the members of the Association with certified Minutes of such proceedings.
- 4.2 Act as the custodian of all the records, books, documents, and communication of the Association.
- 4.3 Document all projects and activities of the Association.
- 4.4 Render such reports and perform other duties as are incidental to his/her office or as required by the Executive Board.

Section 5. The Treasurer.

The Treasurer shall perform the following duties and functions:

- 5.1 Act as the custodian of all monies, securities, and other valuable assets of the Association, and issue receipts for the same when proper or called for.
- 5.2 Collect, receive, and issue receipts for all monies, funds, fines, and contributions to the Association.
- 5.3 Distribute budgeted funds of the Association with the approval of the President.
- 5.4 Ensure that all disbursements and payments made by him/her are accompanied by the necessary receipts/documents.
- 5.5 Keep regular books of accounts and render such reports thereon as may be required by the general membership, and/or Executive Board. The rendering of such account shall be made:a) At least once a year at the close of the Association's fiscal year.
 - b) At such other times as may be required by a resolution of the majority of the members of
 - the Association, such as regular board meetings.
 - c) Prior to vacating his/her office or dissolution of the Association for any cause.

Section 6. The Auditor.

The Auditor shall perform the following duties and functions:

- 6.1 Audit, verify and examine all financial accounts of the Association, such as the Treasurer's monthly report.
- 6.2 Review the entries in the Books of Account of the Association and render a report of his/her audit as may be required by the Executive Board and/or General Membership.

ARTICLE IV POWERS OF THE EXECUTIVE BOARD

The Executive Board shall have the following powers and functions:

- 1. Exercise all the powers, conduct all the business, and hold and control all properties of the Association, subject only to existing laws, and By-Laws of the Association, and the formal decisions of the members in general and enforce adherence thereto.
- 2. Make rules and regulations consistent with the Articles of Incorporation and By-Laws of the Association and enforce adherence thereto.
- 3. Approve the creation of Ad-Hoc Committees as well as their functions.
- 4. Hire and/or engage necessary professional services when the need arises.
- 5. Contract the services of an External Auditor at the end of each fiscal year to audit, verify and examine all financial accounts of the Association, review the entries in the Books of Account of the Association, and render a report of his/her audit as may be required by the Executive Board and/or General Membership.

- 6. Determine programs of actions pursuant to the declared objectives of the Association.
- 7. Determine the frequency and the dates of the general meetings.
- 8. Determine the proportionate representation in the Executive Board of the different sectors based on the number of active members of the Association.
- 9. Investigate cases of unprofessional conduct of members and impose appropriate sanctions of suspension or expulsion from the Association without prejudice to whatever action administration may take.
- 10. Settle any dispute regarding the interpretation of any provision in the Articles of Incorporation and By-Laws of the Association.
- 11. Exercise such powers and functions as are incidental to the purposes of the Association.

ARTICLE V MEETINGS OF THE EXECUTIVE BOARD

Section 1. Frequency.

- 1.1 The Executive Board shall hold regular meetings at least once a month on dates, times and places to be determined by the Board.
- 1.2 Special meetings may be convened by the President at any time upon two days written notice, with announced agenda, unless in his/her opinion an emergency exists as to warrant the calling of an immediate meeting without notice.

Section 2. Quorum and Votes.

- 2.1 A majority of the entire membership of the Executive Board shall constitute a quorum for the transaction of business in a special or regular meeting, and a majority of the quorum shall suffice for the passage of a resolution or the making of a decision.
- 2.2 No proxies shall be allowed in either regular or special meetings of the Executive Board. The Secretary shall, within one week after the meeting, provide the General Membership with Minutes of the Board meeting signed by him/her and noted by the President.

ARTICLE VI THE GENERAL MEMBERSHIP

Section 1. Composition.

The General Membership of the Association shall be composed of all active members as defined under Article I, Sections. 1.1, 1.2 and 1.3 hereof.

Section 2. Meetings.

There shall be at least one (1) General Membership meetings per academic year. The agenda for said meetings shall be drawn up by the President from proposals by the Executive Board or from suggestions from the General Membership.

Section 3. Notice

All members shall be notified in writing at least one (1) week before a General Membership meeting. The notice shall include the agenda of the meeting.

Section 4. Quorum and Votes Required; Proxies.

- 4.1 A simple majority of all the members present or represented by proxy shall constitute a quorum to do business either in a General Membership or special meeting and a majority thereof shall suffice to pass a resolution, or make a decision unless otherwise provided by the law.
- 4.2 Once a quorum is ascertained by at least 50% + 1 at the start of the meeting, said quorum shall prevail to the end of the meeting even in the event of departures and walk-outs, and the majority of those remaining shall suffice to transact business.
- 4.3 Proxies shall be in writing. A member shall hold no more than five (5) proxies and he/she shall file the proxy forms upon registration for the meeting.

Section 5. Powers and Functions of the General Membership.

The General Membership shall have the following powers and functions:

- 5.1 Elect members of the Executive Board.
- 5.2 Receive the annual report from the President.
- 5.3 Propose and adopt measures for implementation by the Executive Board.
- 5.4 Upon a petition signed by 30% of the members, call upon the President to convene a special meeting for the purpose of acting upon a specified agenda.
- 5.5 Approve amendments to the Articles of Incorporation and By-Laws.

ARTICLE VII

QUALIFICATION OF A CANDIDATE FOR THE BOARD AND ELECTION

Section 1. Qualifications. To qualify as a candidate for the Executive Board, a nominee must have:

- 1.1 Been an active member of the Association for at least three (3) years;
- 1.2 Attended in person or by proxy at least two (2) consecutive general assemblies the year immediately prior to his/her nomination; and
- 1.3 Not occupied any of the administrative positions.

Section 2. Election.

- 2.1 Nomination
 - a) An active member of the Association may nominate any other member of his/her level/department whom he/she deems to be qualified.
 - b) Positions to be filled in:
 - b.1 President
 - b.2 Vice President
 - b.3 Secretary
 - b.4 Treasurer
 - b.5 Auditor
 - b.6 Level Representative (Board Members)
 - b.6.1 Pre-school to Grade 3
 - b.6.2 Grade 4 to Grade 6
 - b.6.3 Grade 7 to Grade 8
 - b.6.4 Grade 9 to Grade 10
 - b.6.5 Grade 11 to Grade 12 Laguna Campus
 - b.6.6 Grade 11 to Grade 12 Manila Campus
 - c) Nominations shall be screened by the Committee on Elections which will then announce the official candidates not later than one (1) week before the election.
- 2.3 Campaign Period

The campaign period for all candidates to the Executive Board shall commence on the day of the official announcement of candidates and shall end a day before the election. Any form of campaign or partisan activity outside of this period shall be a ground for disqualification.

2.4 Election Period

The voting shall take place a month before the end of the third (3rd) term of the final year of office of the incumbent officers. It shall be conducted by secret ballot under the responsibility of the Committee on Elections. Candidates are hereby prohibited from staying within the polling place, except to cast their ballots.

2.5 Canvassing of Votes

The Committee on Elections shall canvas the votes immediately after the closing of the polls, and shall officially proclaim the winning candidates immediately after the canvas.

ARTICLE VIII STANDING COMMITTEES

- Section 1. Standing Committees. The Association shall maintain the following University Standing Committees:
 - 1.1 Committee on Information and Membership Relations
 - 1.2 Committee on Elections
 - 1.3 Committee on Faculty Welfare
 - 1.4 Committee on Special Projects and Campus Affairs

Section 2. Duties and Functions.

2.1 Committee on Membership

The Committee on Information and Membership Relations shall have the following duties and functions:

- a) Recruit and process applications for membership.
- b) Maintain and update list of members of the Association.
- c) Perform such other functions as the Executive Board or the General Membership may require.

2.2 Committee on Elections

The Committee on Elections shall have the following duties and functions:

- a) Draw up rules and regulations governing the elections consistent with the existing laws and the Articles of Incorporation and By-Laws of the Association.
- b) Determine the eligibility of nominees and announce the official candidates.
- c) Count the votes immediately after the closing of the polls.
- d) Officially proclaim the winning candidates immediately after the counting.
- e) Decide on all matters directly connected with the elections such as fraud, protests, etc.
- f) Performs such other functions related to elections as the Executive Board or the General Membership may require.

2.3 Committee on Faculty Welfare

The Committee on Faculty Welfare shall have the following duties and functions:

- a) Conduct research on various aspects of employment, e.g., salaries, benefits, terms of employment, etc., for purpose of improving the welfare of the members of the Association.
- b) Assist the negotiating panel of the Association in the preparation of all necessary papers, documents and materials for improving conditions of employment, faculty benefits, etc.
- c) Constitute a grievance committee to investigate and, whenever possible, settle disputes and/or complaints where a member(s) of the Association is/are involved.
- d) Assist an Association member in the presentation and settlement of any complaint subject to pertinent provisions of the existing Faculty Manual.
- e) Perform such functions as the Executive Board or the General Membership may require.

2.4 Committee on Special Projects and Campus Affairs

The Committee on Special Projects and Campus Affairs shall have the following duties and functions:

- a) Conduct surveys on the various needs and concerns of the faculty members regarding programs/activities related to personal, socio-cultural, physical, emotional, and spiritual.
- b) Plan and organize programs and activities that address these expressed needs and concerns.
- c) Coordinate with existing faculty cultural groups, sports/physical fitness experts, and/or outside resources planning and organizing these programs and activities.
- d) Promote the participation in these campus affairs and activities in coordination with the sectoral representatives.
- e) Perform such functions as the Executive Board or the General Membership may require.

ARTICLE IX APPEALS

Section 1. Decision of Committees. Decisions of any Standing and/or Ad Hoc Committee may be appealed in writing to the Executive Board.

Section 2. Decisions on Appeals by the Executive Board.

- 2.1 A decision by a division of the Executive Board may be appealed to the Executive Board sitting en banc.
- 2.2 Any member may appeal to the General Membership any decision/s of the Executive Board.

ARTICLE X FINANCE

- Section 1. Payment of Dues. The members of the Association shall each pay a membership fee as specified in Article I Section 5.
- Section 2. Funds for Specific Purposes. No sum of money allocated by the General Membership for a specific purpose may be diverted to another purpose. If the purpose becomes unrealistic, the money allocated shall be transferred to the general funds of the Faculty Association.
- Section 3. Executive Board's Representation Expenses. The Executive Board shall be allocated a sum for its operational requirements, the amount of which shall be determined by the Executive Board during the annual planning workshop.
- Section 4. Disbursement. For the routine and ordinary operation of the Association, money may be disbursed from the general fund by the Treasurer and approved by the President. However, outside of any approved budget item, no disbursement of more than ten thousand pesos (P 10,000.00) at any one time shall be made without the approval of the Executive Board or the General Membership.
- Section 5. Fiscal Year. The Association's fiscal year coincides with the Integrated School's academic calendar.

ARTICLE XI AMENDMENT

Section 1. Amendments to these By-Laws may be proposed by a majority of the Executive Board and by a majority of the General Membership but no proposed amendment shall take effect unless approved by the Securities and Exchange Commission (SEC).

ARTICLE XII EFFECTIVITY

Section 1. After ratification by a simple majority of all active members present, either in person or by proxy and by a majority of the Executive Board, in a General Membership meeting called for this purposes, these By-Laws shall take effect upon approval of the Securities and Exchange Commission (SEC).

ADOPTED this 22 day of February, 2019, in Laguna, Philippines, by the affirmative majority votes of the undersigned members of De La Salle University Integrated Faculty Association, Inc.

AMENDED this 22 day of February, 2019, in Laguna, Philippines, by the affirmative majority votes of the undersigned members of De La Salle University Integrated Faculty Association, Inc.

APPENDIX N

BOARD RESOLUTION ON BEREAVEMENT CONTRIBUTION



Board Resolution #04:

Increase in Faculty Contribution and added contribution for obituary

Board of Directors Corporate Resolution on: increase in faculty contribution and an additional contribution every time someone dies

We, the undersigned, being the faculty officers of this corporation consent and agree that the following corporate resolution was made on April 5, 2019 at four o'clock in the afternoon, De La Salle University Integrated School Manila-Laguna Campus.

We do hereby consent to the adoption of the following as if it was adopted at an elections administered by the faculty officers of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the faculty officers decided that: a deduction of another one hundred pesos in the faculty fund and an additional deduction of fifty pesos every time a family member of the IS faculty dies.

Therefore, it is resolved, that the corporation shall: be deducted another an additional P100.00 for the faculty fund and another P50.00 every time a family member of the IS faculty dies.

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

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	Just
	pueroles_
	v
_	meadingang

Perlita T. Padua	May 21, 2019
Rhodin Delos Santos	May 21, 2019
Kevin Christopher S. Dayuta	May 21, 2019
	May 21, 2019
Germaine Morales	May 21, 2019
Michelle E. Rodriguez	

APPENDIX O

GUIDELINES FOR THE DRESS CODE OF THE DLSU INTEGRATED SCHOOL FACULTY: ATTIRE AND GROOMING POLICY

Purpose

The management of De La Salle University Integrated School recognizes and respects that deciding how to dress for work is a personal decision. However, faculty members are also the face of the University as an organization projecting a public image to the world at large. In this connection, faculty members must recognize and respect that the dress choices they make affect not just their own comfort but also that of colleagues, the workplace environment and the image the University is trying to convey to clients, potential clients and workplace visitors that include the following (to name a few):

- 1. students and their parents,
- 2. administrators and colleagues from other schools and universities,
- 3. alumni, donors, institutional partners both local and international.

Inappropriate attire, and offensive perfumes and body odor are included in these guidelines for attire and grooming.

Appropriate Attire. All clothing must be clean, well pressed and in good repair.

Inappropriate Attire. Prohibited attire under the Student Handbook Dress Code Policy shall automatically be considered inappropriate for IS Faculty. The following are considered inappropriate and should not be worn to work:

Cut-offs Ripped jeans and tops Thong footwear of any kind Tank tops, tube tops, halter tops with spaghetti straps, off-the-shoulder tops Beach wear Midriff length tops Provocative attire including short skirts that ride halfway up the thigh, skin-tight Spandex or Lycra tops and bottoms

Standard Attire (Business Casual) for Men

Dress slacks Polo Dress shoes

Standard Attire (Business Casual) for Women

Dresses Blouses Dress slacks and skirts Dress shoes, heeled sandals, closed flat shoes

Jewelry, Make-up, Perfume and Cologne.

Jewelry should be in good taste, with limited visible body piercing. A faculty member's poor hygiene or use of too much perfume and cologne is an issue. Remember that body odor can be offensive. Also, chemicals in perfumes, colognes and make-up may trigger allergic reactions in some people so, these must be worn with some restraint.

Hair Color. Hair color should be limited to natural colors.

Hairstyle. Tidy hairstyle and must be appropriate to the level that the faculty is handling.

Hats and Head Covering. Hats are not appropriate inside the office and classroom. Head covers that are required for religious purposes or to honor cultural tradition are allowed.

Requests for Accommodation. The Dress Code is enforced in a way that respects the personal circumstances of each faculty member. Faculty may request the Office of the Integrated School Principal (OISP) for exemptions or accommodations to this Dress Code on these and other grounds. All requests for accommodation will be seriously considered based on the circumstance involved.

Additional Guidelines

Formal Attire

Men: A tuxedo and black tie, barong Tagalog/Gala uniform Women: An evening gown or very smart cocktail dress/Gala uniform

Business Formal Attire (Conferences)

Men: A suit or blazer/sport coat and tie with slacks, polo barong Women: A suit or blazer/sport coat over a dress, or dress blouse and skirt/slacks

Casual Attire

Jeans and La Salle or ISFA polo shirt