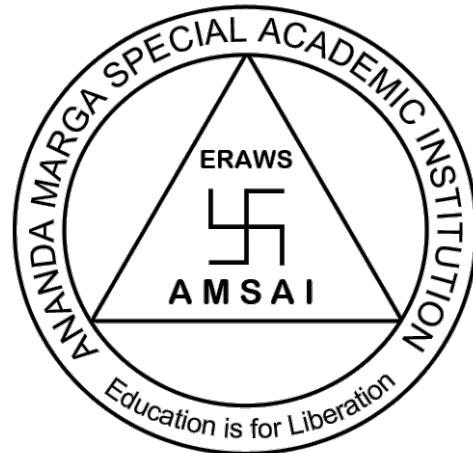


ANANDA MARGA SPECIAL ACADEMIC INSTITUTION

CABANTIAN, DAVAO CITY

# Faculty And Academic Service Faculty Manual

S.Y. 2021-2024



**ANANDA MARGA SPECIAL ACADEMIC INSTITUTION  
(AMSAI) - MAHARLIKA, INC.**

MAIN CAMPUS  
SCHOOL ID: 466091  
KM. 11 CABANTIAN, BUHANGIN DISTRICT, DAVAO CITY, 8000  
TEL. NO. (082) 224-6268

**This Faculty Handbook belongs to:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

**NEO-HUMANIST EDUCATION**

“The practice of love for all created beings of this universe.”

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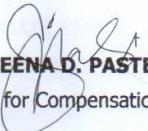
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**(AMSAI)-MAHARLIKA, INC.**  
**BASIC EDUCATION DEPARTMENT**  
**School ID: 466091**

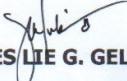
## CERTIFICATE OF COMPLETION

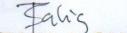
The Faculty Manual Revision Committee of the Ananda Marga Special Academic Institution (AMSAI)-Maharlika, Inc. hereby certify the completion of the Basic Education Department Faculty Manual covering SY 2021-2022 to SY 2023-2024.

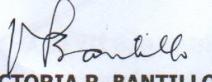
Signed on the 24th of September 2021 at AMSAI-Maharlika Cabantian Campus,  
 City of Davao, Philippines.

  
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 School Principal

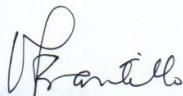


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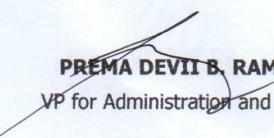
### INDORSEMENT

The Management Committee of the Ananda Marga Special Academic Institution (AMSAI)-Maharlika, Inc. hereby endorses to the Board of Trustees the Basic Education Department Faculty Manual covering SY 2021-2022 to SY 2023-2024.

Signed on the 24th of September 2021 at AMSAI-Maharlika Cabantian Campus,  
 City of Davao, Philippines.

  
**VICTORIA R. BANTILLO, PhD**  
 VP for Academic Affairs

  
**TARCIANA A. SALIG**  
 VP for Formation

  
**PREMA DEVI B. RAMIREZ**  
 VP for Administration and Finance



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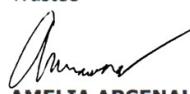
### CERTIFICATE OF APPROVAL

The Board of Trustees of the Ananda Marga Special Academic Institution (AMSAI)-Maharlika, Inc. hereby approves the proposed Faculty Manual covering SY 2021-2022 to SY 2023-2024.

Signed on the 24th of September 2021 at AMSAI-Maharlika Cabantian Campus,  
 City of Davao, Philippines.

  
**JOSEPH RAINER B. PESCAIOSA, CPA**  
 Trustee

  
**LEANA ANDALES-REJUSO, MAEd**  
 Trustee

  
**AMELIA ARSENAL**  
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**PREMA DEVI B. RAMIREZ**  
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**MAHAVIR B. RAMIREZ**  
 Trustee



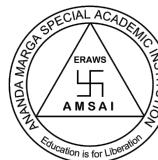
**Ananda Marga Special Academic Institution**  
**(AMSAI)-MAHARLIKA, INC.**  
**BASIC EDUCATION DEPARTMENT**  
**NEO-HUMANIST EDUCATION**

**Ananda Marga Special Academic Institution (AMSAI)-Maharlika** is an affiliation of the Ananda Marga Board of Education—an international educational network of schools and institutes engaged in teaching, research and service. It spans over fifty countries with over 1000 kindergarten, primary schools, secondary schools, colleges and children's homes that have been established over the past 50 years.

AMSAI Education is grounded on the holistic philosophy of Neo-humanism which stands for “the practice of love for all creation including plants, animals and the inanimate world” as propounded by the Indian philosopher-seer Shrii Shrii Anandamurtiji. The education imparted in these schools and institutes schools and institution is known as Neo-humanist Education (NHE).

#### Aims and Ideals of Neo-Humanist Education

- a. To develop the full potential of each child: physical, mental and spiritual;
- b. To awaken a thirst for knowledge and love for learning;
- c. To provide every individual the best environment to know one's gift, harness that gift, and share it to the world;
- d. To instill a strong moral base;
- e. To develop physical and mental well-being through yoga and concentration techniques, sports and play;
- f. To develop a sense of aesthetics and appreciation of culture through drama, dance, music, and the arts;
- g. To promote an awareness of ecology in its broadest sense: i.e. the realization of the inter-connectedness of all things, and to encourage respect and care for all living beings;
- h. To encourage a universal outlook, free from discrimination based on religion, race, creed or sex;
- i. To recognize the importance of teachers and parents in setting an example;
- j. To train the learners as per talent.



**Ananda Marga Special Academic Institution**  
**(AMSAI)-MAHARLIKA, INC.**  
**BASIC EDUCATION DEPARTMENT**  
**NEO-HUMANIST EDUCATION**

#### Our Vision

With Neo-humanist outlook of love and mutual respect for all, AMSAI extends its growth mindset beyond the requirements of the State Curriculum, to ensure that students are equipped with the social, emotional, spiritual and academic skills required to become conscious and compassionate human beings who will make benevolent contributions to the world.

#### Our Mission

AMSAI commits to create a learning environment where students feel loved and respected, while employing methods for them to develop holistically, and creating opportunities to empower them to develop a strong sense of self that is capable, confident, and life-long learners driven to share their gifts to the world.

#### Our Values

Idealism  
Moral Responsibility  
Pursuit of Excellence  
Social Responsiveness  
Universal Outlook

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# I

## DEFINITION AND GENERAL RESPONSIBILITIES

### 1.1. Definition

Academic teaching personnel are faculty members who are hired to design an effective teaching-learning environment and facilitate classroom, laboratory, clinical and community instructions on a regular basis. They are expected to continually participate and collaborate in the Institution's pursuance of its Vision-Mission. They are expected to possess the basic delivery competencies that will produce health professionals who are innovative, research-oriented, transformative, collaborative and compassionate nurturers of life.

### 1.2. Duties and Responsibilities

An AMSAI educator believes that education is a mission and instruction infused with NEO-HUMANIST core value, and exemplifies commitment and passion to develop learners to become empowered individuals, who will serve rather than dominate, especially the marginalized:

#### 1.2.1. Perform Complex Pedagogical Duties which include:

**1.2.1.1. Designing an effective teaching-learning environment**  
A primary duty is to design an effective, safe and engaging teaching learning environment appropriate for 21st century classroom. It includes developing syllabi and instructional designs that show accurate alignment of learning competencies, standards, session content/topics, teaching-learning activities/strategies, resources and assessment tools.

#### **1.2.1.2. Facilitating instructions**

A primary activity in the institution, this is understood to mean the act of facilitating the acquisition of knowledge, skills and attitude geared towards the development of learners who are compassionate, analytical, innovative, self-directed and solution seekers. Furthermore, the function of facilitating the process of learning includes, but are not limited to, the following: classroom and laboratory/community instructions; supervision or preceptorship; conferences, mentoring and/or tutorial activities; and indirect teaching activities which include collaborating laboratory activities and other related activities with co-facilitators.

#### **1.2.1.3. Assessing students' performance**

An essential competency is the ability to design and use appropriate and varied formative, diagnostic and summative assessment tools that will appropriately measure expected learning out-

comes. It includes developing exams, designing performance tasks and rubrics, providing timely feedback, and computing of grades.

#### 1.2.2. Engage in Research and Other Scholarly Works

A faculty member is encouraged to engage in scientific studies and other scholarly works. These may include basic and applied research, publication of articles, monographs, books, seminar papers, feasibility studies, creative works and other outputs related to professional activities.

#### 1.2.3. Engage in Institution and Community Service

To be an agent of constructive social, economic, moral, intellectual, cultural and political change within the institution and the community (Batas Pambansa Bilang 232, 1982) and to promote and pursue the practice of volunteerism in the academe (Philippine Developmental Plan 2017-2022), engaging in service (professional, institutional, and community) consistent with the vision-mission of the Institution is highly encouraged. Services may include:

**1.2.3.1.** Being an adviser of a class, student organization/club/committee, student mentoring program

**1.2.3.2.** Involvement in departmental/institutional/interschool committees that may include development/revision of curriculum, faculty manual, admission and enrollment, peer mentoring, co-curricular activities as in any sports or creative activities

**1.2.3.3.** Participating in any outreach program of his/her community

#### 1.2.4. Pursue Continuing Professional Growth and Development

To support the demand for education, as educators are encouraged to equip learners with 21st century skills to solve complex Community issues (Teaching Competency Standards in Southeast Asian Countries, 2010); educators are expected to engage in activities and endeavors that promote professional growth and development.

**1.2.4.1.** Pursue post-graduate studies.

**1.2.4.2.** Participate in trainings, conferences, seminars and work shops for personal and professional growth.

# II

## FACULTY CLASSIFICATION AND APPOINTMENT

### 2.1. Full-Time Faculty

A full-time faculty member is one who renders a minimum of thirty (30) hours of residency per week and has met the qualifications and requirements for full-time faculty.

**2.1.1.** A full-time faculty member who has not yet been conferred permanent status by the institution is a Probationary faculty member.

**2.1.1.1.** A yearly appointment is given during the first three years of the Probationary period.

**2.1.1.2.** A faculty member on probation is expected to consider the period of the employment as strictly temporary. The said period shall end on the expiry date of the contract, in which case the employee-employer relationship shall be considered automatically terminated.

**2.1.1.3.** The services of a faculty member who has been engaged on probationary basis may be terminated for any of the following: (a) a just or (b) an authorized cause; and (c) when he/she fails to qualify as a permanent employee in accordance with reasonable standards prescribed by the institution.

**2.1.2.** A **Permanent faculty member** is one who has met the criteria for permanency in the institution as confirmed by the Academic Personnel Evaluation Board (APEB).

**2.1.2.1.** A probationary full-time faculty member who has rendered three (3) consecutive years of good performance and who has earned a professional teaching license may be given a permanent status.

**2.1.2.2.** A faculty member who already earned a professional teaching license and at least a Master's Degree or equivalent may be considered for a permanent appointment upon the recommendation of the Director after two (2) consecutive years of service provided that:

**2.1.2.2.1.** he/she has at least one (1) year of sufficient experience in his/ her profession in addition to his/her two-year teaching experience in this Institution;

**2.1.2.2.2.** his/her expertise/ specialization is needed in the Department

**2.1.2.2.3.** his/her total performance rating for the two years is excellent

**2.2. Part-time Faculty**

Any Faculty who do not meet the required minimum qualifications or a faculty member who has less than the regular work load in a semester/ term is considered part-time.

**2.3. Faculty on Fixed Term Appointment**

A Faculty on Fixed Term Appointment is one who is hired for a specific project or undertaking, the completion or termination of which has been determined at the time of engagement, or where the work or service to be performed is seasonal in nature and the employment is for the duration of the season (The Labor Code of the Philippines, DOLE edition, 2016, p.126) (Position Paper on Senate Bill 1826: The Security of Tenure and End of Endo Act of 2018).

**2.3.1.** Faculty performing substitution for a full time faculty member who is on leave when there is none available within the existing faculty roster to take over the faculty's load

**2.3.2.** Faculty hired to meet sudden expansion, or where there is temporary increase in the number of enrollees. Such is the case where professorial lecturers, academic consultants are engaged for a fixed and definite period (Position Paper on Senate Bill 1826: The Security of Tenure and End of Endo Act of 2018) for which the term of appointment is fully disclosed to the faculty upon hiring by the Director and the HR.

**2.3.3.** The Faculty is not entitled to any benefit as accorded to a full time faculty member.

**2.3.4.** Period of appointment is strictly temporary, the period for which is good only as the date specified in the contract, and shall end on the expiry date of the contract in which case the employee-employer relationship is automatically terminated.

**2.3.5.** A Faculty on fixed term appointment may be considered for probationary status after two (2) consecutive years of service, provided that such faculty has:

**2.3.5.1.** at least one year of sufficient experience in his/her profession, in addition to the two-year teaching experience in the Institution (as faculty on fixed term appointment);

**2.3.5.2.** expertise/specialization needed in the Department; and

**2.3.5.3.** a total performance rating for two (2) years of EXCELLENT, described as Far Exceeds Expectations.

**2.3.6.** The Principal shall recommend the change of appointment from fixed term to probationary appointment upon consultation with the faculty members and the Vice President for Formation, Vice President for Administration or Academics Head and the HR.

**2.4. Auxiliary Teaching Personnel**

Auxiliary teaching personnel are individuals who are invited for a specified term of service, non-salaried, ineligible for tenure, and carry titles expressive of the responsibilities performed. Normal academic ranks are NOT used.

# III

## POLICIES, STANDARDS AND GUIDELINES: FULL-TIME FACULTY MEMBERS

### 3.1. Regular Workload

**3.1.1.** A teaching load of 30 hours a week, prepared by the Academic Chair in consultation with the faculty. The teaching load shall be given to the faculty at least one month before the start of classes.

**3.1.2.** Any teaching load beyond the maximum of 30 hours a week shall be considered an overload, subject to compensation and approval of the Director.

**3.1.2.1.** The recommended maximum allowable overload per faculty is ten (10) hours per week. This may however be adjusted according to the exigencies of the program as assessed and recommended by the Director. Computation of overload payments should be discussed with the Faculty.

**3.1.3.** Each class to be handled by a single Faculty shall have a standard size of 40 students. Any class exceeding 40 students up to a maximum of 45 students shall be considered a large class. In no case shall a class size in excess of 45 students be permitted.

### 3.2. Service Hours

#### 3.2.1. Regular Semester

Full time faculty members should render at least **forty (40) hours of residency per week**. This residency shall include **thirty (30) hours of teaching load, ten (10) hours of consultation, service to committees, community service and preparation of instructional materials** which may be done outside the campus since other references may not be available. Other non-teaching responsibilities may include administrative responsibilities, attendance in Institutional or department week activities, commencement exercises, faculty meetings, faculty development programs, athletic events, cultural presentations, retreats/recollections, seminars, convocations, and other institutional activities.

#### 3.2.2. Mid-Year Term Break

During mid-year break, all full-time faculty members without

teaching loads shall render at least twenty (20) hours of residency per week. The 20 hours may be distributed from Monday to Friday or may be compressed to two and a half (2.5) days. Those faculty members enrolled in their graduate degree programs or education units with approved study permit may not report during the term break.

**3.2.3.** During examination days, faculty members are required to render eight (8) hours of residency and they must be present during their proctoring, exam schedule of subject being taught, scheduled meetings, and other delegated functions.

#### 3.2.4. Semester Break

Faculty members are not required to render residency hours during semester/term breaks. However, they should report in school during grades distribution, consultation and submission, and other important functions/activities of the Department/Institution when their presence is needed.

### 3.3. Advisory Appointments and Student Consultation

**3.3.1.** A faculty member is required to engage in academic counseling or student consultation.

**3.3.1.1.** Consultation or Homeroom Formation hours – Regular consultation (50% face-to-face and 50% by appointment/any medium) is 10 hours/week. Student consultation hours are scheduled by the faculty and are reflected in the Individual Faculty Schedule (IFS), and approved by the Principal.

**3.3.2.** Advisory classes are equivalent to two (2) units load. An Adviser is tasked to meet the advisory class assigned to him/her regularly and in all other various student activities as deemed necessary. He/She accomplishes necessary tasks such as grade distribution, attendance monitoring and other important functions/activities.

**3.3.2.1.** An Adviser should encourage students/advisees to have consultation with him/her for any academic problems. He/she should give special attention to students with poor academic standing as early as possible. Students with disciplinary, personal and other non-academic problems should be referred by the Adviser to the guidance counselor or the discipline officer/committee.

**3.3.2.2.** An Adviser should be a full-time faculty member.

### **3.4. Lead Faculty Appointments, Service in Committees, Research, Publication and other Scholarly Activities**

A faculty member is expected to serve in lead positions, departmental and institutional committee work, scholarly work, research and publications.

**3.4.1.** Lead Faculty Members are appointed to lead in various areas of responsibilities or in their respective subject areas. Such appointments are equivalent to two (2) units load.

**3.4.2.** Committee service should be based on appointment by the Director and supported by certification.

**3.4.3.** Faculty members are encouraged to engage in research for professional growth and to explore other areas of inquiries. Research incentives are granted to faculty member involved in research activities (Appendix III). They are the following:

- 3.4.3.1.** Guaranteed or Protected Time for Research
- 3.4.3.2.** Award for Scholarly Productivity
- 3.4.3.3.** Financial Incentive For Paper Presentation
- 3.4.3.4.** Points for Faculty Promotion

### **3.5. Faculty Development Activities**

Faculty members are expected to continuously develop professionally and personally through the following:

*(Refer to Appendix II – Faculty and Academic Support Personnel Development and Continuing Success Program; and Appendix XVIII—Instructional Leaders Development Program)*

**3.5.1.** Graduate studies (Master's or Doctorate Degree)/certificate Courses

**3.5.2.** Participation in professional programs and activities that are directly related to the faculty member's fields of specialization which should not interfere with the faculty member's academic responsibilities

**3.5.3.** Participation in the mid-year and year-end workshops and other team building activities

**3.5.4** Automatic participation in AMSAI's Coaching and Mentoring Program *(Refer to Appendix XVII—Coaching and Mentoring Program)*

### **3.6. Individual Faculty Schedule (IFS)**

A faculty member is expected to observe working hours indicated in his/her approved Individual Faculty Schedule Form (Appendix III). The form should include the teaching hours (regular and overload, if any), consultation hours, and other related activities.

### **3.7. Faculty Substitution/ Replacement**

**3.7.1.** Faculty substitution may be allowed for any of the following reasons:

- 3.7.1.1.** Emergency Leave
- 3.7.1.2.** Sick Leave
- 3.7.1.3.** Maternity/Paternity Leave
- 3.7.1.4.** Bereavement Leave
- 3.7.1.5.** Long-term sickness
- 3.7.1.6.** Gynecological Leave RA 9710
- 3.7.1.7.** Solo Parent's Leave RA 8972
- 3.7.1.8.** Leave for Women who are Victims of Violence RA 9262

**3.7.1.9.** Attendance in duly approved activities and official functions, such as trainings, programs, seminars, workshops, and college or institutional representations

**3.7.1.10.** Replacement of services of another faculty who has been terminated.

**3.7.2.** A faculty substitute/replacement shall be remunerated based on his/ her rate and total number of hours of service rendered.

**3.7.3.** All substitutions/replacements must be approved by the Principal and properly documented (Appendix V).

### **3.8. Alternative Classes**

Alternative classes like film showing, symposium, seminar, independent study, research work, library work may be considered as long as the activity is stated in the course syllabus/clinical teaching plan. Faculty members should submit an Alternative Class Form to the Faculty Attendance Checkers. The form should be approved by the Principal.

# IV

## POLICIES, STANDARDS AND GUIDELINES: PART-TIME FACULTY MEMBERS

### 4.1. Workload

A part-time faculty may be given a maximum teaching load of 19 units. Work load is paid on an hourly basis depending on the rank of the faculty upon appointment.

**4.1.1.** Nine (9) to seventeen (17) hours of teaching and two (2) hours of on-site consultation

**4.1.2.** Less than nine (9) hours of teaching and one (1) hour of on-site consultation

### 4.2. Appointment

**4.2.1.** A part-time faculty member signs a contract on a term basis.

**4.2.2.** An appointment may be renewed based on the following:

**4.2.2.1.** Evaluation of the faculty's teaching performance (with at least good performance);

**4.2.2.2.** Compliance with school requirements such as regular class attendance, preparation of syllabi/instructional designs, prompt submission and distribution of grades;

**4.2.2.3.** Evidence of professional development;

**4.2.2.4.** Adherence to the established norms of behavior in the Institution;

**4.2.2.5.** Length of service in the institution

### 4.3. Considerations for full-time appointment

A part-time faculty may be considered for full-time appointment if faculty has:

**4.3.1.** Over-all performance of Good or Exceeds Expectations in the past two consecutive semesters;

**4.3.2.** Rendered an outstanding service for the Institution (active participation in departmental/collegiate/institutional activities, prompt submission of pertinent school documents and curricular requirements);

**4.3.3.** Expertise/Specialization is needed by the department/college.

### 4.4. Duties and Responsibilities of a part-time faculty:

**4.4.1.** Must perform complex pedagogical duties such as: designing an effective teaching-learning environment; facilitating instructions; and assessing students' performance;

**4.4.2.** May attend departmental/collegiate/institutional meetings and activities;

**4.4.3.** Must comply with the school regulations and administrative requirements.

### 4.5. Individual Faculty Schedule (IFS)

A part-time faculty member is expected to observe working hours indicated in his/her approved Individual Faculty Schedule Form (Appendix IV)

### 4.6. Faculty Substitution/ Replacement

**4.6.1.** A part-time faculty member may substitute or replace another faculty member and shall be remunerated based on his/her rate and total number of hours of service rendered.

**4.6.2.** All substitutions/ replacements must be approved by the College Dean and properly documented Appendix V)

### 4.7. Alternative Classes

Alternative classes like film showing, symposium, seminar, independent study, research work, library work may be considered as long as the activity is stated in the course syllabus/clinical teaching plan. Faculty members should submit an Alternative Class Form to the Faculty Attendance Checkers. The form should be approved by the Director.



## FACULTY OVER-ALL PERFORMANCE EVALUATION

### 5.1. Definition

#### 5.1.1. Over-all Performance

This refers to the faculty member's competencies: delivering instructions i.e. appropriate design of the learning environment; professional attributes i.e. knowledge of the subject matter/ laboratory performance, communication skills, classroom management; work behaviors i.e. punctuality, collaborative, compliance to requirements.

#### 5.1.2. Over-all Performance Evaluation

Academic Head's Evaluation	30%
Unit/Dept. Head's Evaluation	30%
Self-Evaluation	15%
Peer Evaluation	25%
<b>TOTAL</b>	<b>100%</b>

##### 5.1.2.1. Academic Head's Evaluation

This is an evaluation done by the Principal/Academic Chair to determine the teaching competence and work efficiency of the faculty members.

##### 5.1.2.2. Unit/Department Head's Evaluation

This is an evaluation done by the Unit/Department Head (immediate supervisor) to determine the teaching competence and work efficiency of the faculty members.

##### 5.1.2.3. Students/Patrons' Evaluation (Alternative to Unit/Dept.Head)

This is the evaluation done by the students to determine the competence and efficiency of the faculty members in their teaching.

##### 5.1.2.4. Self-Evaluation

This is an evaluation done by the faculty members themselves to personally assess their competence and efficiency in the conduct of their teaching, personal and professional relationships with their students, peers and immediate heads.

#### 5.1.2.5. Peer Evaluation

This is an evaluation done by one faculty member to another faculty member within his/her department to determine the competence and efficiency of his/her colleague.

### 5.2. Procedures

**5.2.1.** The faculty teaching performance evaluation shall serve as one of the bases for the improvement of faculty teaching performance, for the purposes of rehiring, promotion, and permanency.

**5.2.2** During the faculty orientation program, the immediate supervisor shall discuss the faculty teaching performance evaluation procedure. Each faculty member shall be given a copy of the evaluation instrument.

#### 5.2.3. Conduct of Teaching Evaluation

**5.2.3.1.** Faculty Evaluation is done based on the period/schedule requested by the Director: (a) students; (b) self; (c) peer; (d) unit/department head; (e) administrator's evaluation to be conducted either by the Director or Chair

**5.2.3.1.1.** A faculty member who has been evaluated by the students shall be informed of the evaluation results during a post conference which shall be conducted as soon as the results are released by the Office of the Vice President for Academics.

**5.2.3.1.2.** A faculty member who has been evaluated by the Principal through classroom observation shall be informed of the evaluation results during a post conference which shall be conducted right after the classroom observation.

**5.2.3.1.3.** For purposes of fair play and equal rights, the faculty member shall also conduct a self- evaluation & peer evaluation to be included in his/her over-all performance evaluation.

**5.2.3.2.** Faculty Evaluation is done once every school year for permanent faculty members, either during the first semester/term or second semester/term depending on the request of Directors; while for full time probationary, and part-time, the evaluation is conducted twice during the first and second semesters.

**5.2.5.** The rating scale is as follows:

Range	Rating
Excellent (E) Far exceeds expectations	4.50-5.00
Very Good (VG) Exceeds expectations	3.5-4.49
Good (G) Meets expectations	2.5-3.49
Needs Improvement (NI) Sometimes meets expectations	1.5-2.49
Poor (P) Does not meet Expectations	1-1.49

**5.2.6.** In case a faculty member needs to clarify matters pertaining to evaluation results, he/she may inquire from the Principal who shall then coordinate with the Office of the Vice President for Academics and the Vice President for Administration.

**5.2.7.** The Principal/ Academic Head may conduct classroom observation to verify the results of the faculty evaluation. (Appendix VI – Policies, Standards and Guidelines in the Conduct of Faculty/ Academic Support Personnel Performance Evaluation)

# VI

## RANKING, PROMOTION AND RECLASSIFICATION OF RANK

### 7.1. Definition of Terms

#### 7.1.1. Ranking

This term refers to the process used to promote or reclassify a faculty to another rank/level upon completion of an academic degree or submission of pertinent documents. This is done either at the end of an academic year (Promotion) or during the semester/term (reclassification of rank).

#### 7.1.2. Promotion

This term refers to the promotion of a faculty at the beginning of any school year from one rank/level to another higher rank or level based on educational qualifications, years of professional experience, faculty over-all performance evaluation, research/publication, community service, laboratory or other training programs, seminars, involvement in professional organizations and awards related to the profession.

#### 7.1.3. Reclassification

This term refers to the movement of a faculty to another rank/level any time during the semester/term upon completion of an academic degree and submission of supporting documents to APEB.

### 7.2. Academic Ranks of the Faculty

The following are the academic ranks of full-time and part-time faculty members:

RANK	EQUIVALENT POINTS	MINIMUM QUALIFICATION STANDARDS
<b>TEACHER</b>		
1	1-10	Bachelor's Degree, no direct teaching experience, at least 2.5 Performance Evaluation results verbally described as Meets Expectations
2	11-20	Bachelor's Degree, 3 years of direct teaching experience in Basic Education, at least 2.5 Performance Evaluation results verbally described as Meets Expectations
3	21-30	Bachelor's Degree, 4 years of direct teaching experience in Basic Education, at least 2.5 Performance Evaluation results verbally described as Meets Expectations

4	31-40	Bachelor's Degree, 5 years of direct teaching experience in Basic Education, at least 2.5 Performance Evaluation results verbally described as Meets Expectations
5	41-50	Bachelor's Degree, 6 years of direct teaching experience in Basic/Higher Education, at least 2.5 Performance Evaluation results verbally described as Meets Expectations
<b>MASTER TEACHER</b>		
1	51-60	Master's Degree holder (with thesis) in the field of specialization, at least 5 years of direct teaching experience in Basic/Higher Education, at least 3.5 Performance Evaluation results verbally described as Exceeds Expectations
2	61-70	Master's Degree holder (with thesis) in the field of specialization, at least 7 years of direct teaching experience in Basic/Higher Education, at least 3.5 Performance Evaluation results verbally described as Exceeds Expectations
3	71-80	18 units in PhD., at least 7 years of direct teaching experience in Basic/Higher Education, at least 3.5 Performance Evaluation results verbally described as Exceeds Expectations
4	81-90	Complete Academic Requirement in PhD, with at least 9 years of direct teaching experience in Basic/Higher Education, at least 3.5 Performance Evaluation results verbally described as Exceeds Expectations
5	91-100	PhD Holder with at least 10 years of direct teaching experience in Basic/Higher Education, 1 research finished, 1 publication in a referred journal, research/paper presentation in the international level, with at least 3.5 Performance Evaluation results verbally described as Exceeds Expectations

N.B.: A professional teaching license is a requirement for permanency (applicable for teachers hired from S.Y.2017-2018 onwards).

### 7.3. Guidelines for Promotion

**7.3.1.** Promotion to an academic rank is determined by a point system provided in a set of guidelines and criteria for faculty ranking and promotion.

**7.3.2.** The required number of points and the minimum requirements for promotion of rank should be satisfied.

**7.3.3.** If a faculty member was not promoted but believes that he/she deserves to be promoted, he/she may himself/herself apply for promotion. A letter of which shall be addressed to the VPAA to reconsider the promotion.

### 7.4. Criteria for Faculty Ranking and Promotion

CRITERIA	MAXIMUM POINTS
Faculty Over-all Performance Evaluation	23
Educational Qualifications	22
Professional Experience	20
Research/Publication	15
Community Service	10
Trainings/Seminars	5
Involvement in Professional Organizations	5
<b>TOTAL</b>	<b>100</b>

Faculty Over-all Performance Evaluation		23 Points
Faculty Evaluation or Teaching Demo Performance & interview (if, for Hiring)		
4.89 - 5.00		23
4.76 - 4.88		21
4.63 - 4.75		18
4.50 - 4.62		15
	Excellent (Far exceeds expectation)	
4.25 - 4.49		12
4.00 - 4.24		9
3.75 - 3.99		6
3.5 - 3.74		3
	Very Good (Exceeds expectation)	

Below 3.5 is no longer eligible for points.

#### 7.4.3. Educational Qualifications

<b>Educational Qualifications</b>	<b>22 Points</b>
Bachelor's Degree	2
MA/MS units (thesis program)	
12 - 18	3
19 - 24	4
25 - 30	5
31 - up	6
Academic Requirements Completed	7
Comprehensive Exam Passed	8
Thesis Defended	9
S.O. submitted(completion of N.T. w/ S.O. /TOR)	
Thesis program	10
Non-thesis program	8
Doctoral units	
9 - 15	11
16 - 21	12
22 - 27	13
28 - 34	14
35 - 41	15
42 & above	16
Academic Requirements Completed	17
Comprehensive Exam Passed	18
Dissertation Defended	20
S.O. submitted if applicable/ TOR submitted	22

#### 7.4.4. Professional Experience

<b>Professional Experience</b>	<b>20 Points</b>		
Other Schools	Pts.	AMSAI Years	Pts
1 - 3	1	1	1
4 - 6	3	2	2
7 - 10	6	3	3
11 - 15	9	4	4
16 - 20	12	5	5
21 - 25	15	6	6
26 - 30	18	7	7
31 & up	20	8	8
		9	9
		10	10
		11	11
Industry/employment (relevant to the specialization loads)	12	12	
1 - 2	1	13	13
3 - 5	2	14	14
6 - 10	3	15	15
11 - 15	4	16	16
16 - 20	6	17	17
21 - 25	7	18	18
26 - 30	8	19	19
31 & up	10	20 & up	20

Research	15 Points
Basic / Applied / Action research	
Single researcher	15
Primary researcher	13
co-researcher (co-equal in the research output)	11
3 or more researchers	9
<i>Note: Research must be outside graduate studies requirements such as Thesis or Dissertation.</i>	
Publications	
<b>Publications in a Professional Journal (research reports, book reviews)/ book/handbook/workbook /manual/module.</b>	
International	
single author	13
co-author	11
3 or more authors	9
National	
single author	10
co-author	8
3 or more authors	6
Institutional/ Departmental	
single author	9
co-author	7
3 or more authors	5
Editor of a professional journal	
International	14
National	12
Institutional	10
Extensive Creative Works (books/handbooks/workbook/modules/ lab manuals/other relevant instructional materials)	
single author	12
co-author	10
3 or more authors	8
Published Short Creative Work Related to the Field of the Faculty (news, feature, editorials)	
International (per write-up)	12

National (per write-up)	10
Institutional (per write-up)	8
Poster presentation	
International	12
National	10
Institutional	8

**7.4.6. Community Service**

Community Service	10 Points
Internal	
Faculty Club	
President	10
Other Officers	8
<b>Duties as stipulated in this Manual:</b>	
<b>Institutional committee memberships</b>	
Chair/Vice Chair	8
Member	6
<b>Departmental committee memberships</b>	
Chair/Vice Chair	7
Member	5
<b>Advising (academic, student organization, councils)</b>	
2 semesters	6
1 semester	3
<b>Volunteers in Institutional, Collegiate, government &amp; NGO, and national organizations</b>	
<b>External (Civic</b>	
President/Chairperson	9
Other Officers	6
Member	3

Training Programs and Seminars	5 Points
Resource Person	
International	5
National	4
Institutional	3
Departmental	2
Organizer	
International	5
National	4
Institutional	3
Departmental	2
Participant	
120 hrs. and above	5
96 hrs. - 119 hrs.	4
49 hrs. - 95 hrs.	3
25 hrs. - 48 hrs.	2
8 hrs. - 24 hrs.	1

#### 7.4.8. Involvement in Professional Organizations

Involvement in Professional Organizations (Proof of updated membership is required.)	5 Points
International	
President	5
VP and other positions	4
Member	3
National/Regional/Institutional/Collegiate	
President	4
VP and other positions	3
Member	2

Note:

1. Additional 3 points for passing a Board/Bar Exam. Additional 4 points for topping the licensure exam (Top 1-10).
2. Additional 3 points for passing a specialty board.
3. Additional 1 point for every certificate program with assessment for maximum of 5 points.
4. Additional 3 points for trainer's certification.
5. Entry rank for faculty members with M.D. (with license) and passers of Bar exam is Master Teacher 1.
6. Additional 3 points for another Bachelor's degree; Additional 7 points for another Master's degree, 7 points for Bachelor of Laws or M.D/Engineering. Additional 10 points for another Doctorate degree.
7. All certificates and credentials shall not expire unless utilized. Those that are not utilized for the promotion shall be returned to the faculty concerned for future use.
8. Awards related to the profession and scholarship grants shall gain six (6) points for institutional and seven (7) points for national level and international levels.
9. The following are considered as Scholarly Productivity: research, books/handbooks/workbooks/ manuals, or publication (institutional/national/international).

# VII

## UNIFIED BENEFITS OF ACADEMIC TEACHING FACULTY (ATF), ACADEMIC SERVICE FACULTY (ASF), and NON-TEACHING STAFF (NTS)

### A. GENERAL PROVISIONS

**A.1. FULL-TIME A ACADEMIC TEACHING FACULTY (ATF)**, as used herein, not only refers to Full-time A faculty members of Elementary and Junior High School, but also to all Full-time faculty members of the Senior High School Department.

**FULL-TIME ACADEMIC SERVICE FACULTY (ASF)**, as used herein, refers to all Full-time Librarians, Guidance Counselors, Prefect of Discipline, Student Affairs Coordinator, and Psychometricians.

**FULL-TIME NON-TEACHING STAFF (NTS)**, as used herein, refers to all Full-time Administrative Staff and Support Staff who assist administrators in carrying out their administrative functions and provide the basic services facilitating the teaching-learning process.

**A.2 YEARS OF SERVICE**- refers to actual length of service/employment from date of hire/initial date of probationary employment.

**A.3. CREDITED YEARS OF SERVICE**- refers to Years of Service less Leaves of Absences Without Pay (LOAWOP) and are counted toward/in computation of longevity, retirement, and other specific benefits.

The credited years of service of Part-time ATF/ASF/NTS shall be considered only for ranking and promotion purposes, and NOT for tenure and longevity based retirement eligibilities.

► N.B. A fraction of at least six (6) months shall be considered as one whole year

**A.4.** Failure to report for work or absence without valid/justifiable reason AND with a clear intention to sever the employer-employee relationship (i.e. deliberate and unjustified refusal to resume his/her employment) shall constitute abandonment, and is a just cause for termination of employment.

Any ATF/ASF/NTS who, after a due process, is found to abandon his/her employment forfeits all benefits due him/her during employment.

### A.5. FORCE MAJEURE

When classes are suspended due to "force majeure" (like typhoons and other emergency situations, or by proclamation of the Philippine President, by order of the Chair of the Secretary of Education (DepEd), by declaration of holiday by the Provincial Governor or Municipal Mayor, or as declared by AMSAI Administration) Full-time/Part-Time ATF/ASF/NTS shall NOT be required to go to school but shall be entitled to their salaries (basic pay) and overload pay (provided that lecture notes/handouts or learning activities via e-learning platforms were given) corresponding to the day(s) without classes under such conditions.

An ATF who needs to make an alternative (e.g. online) make-up class should submit an ACF (Alternative Class Form) to the Principal for approval.

### B. THOSE MANDATED BY LAW

#### B.1. PHILHEALTH COVERAGE

All Full-time ATF/ASF/NTS who are at least in their first year of probationary period shall automatically be enrolled and covered under the National Health Insurance Program (PHILHEALTH). Members of the family may be enrolled in accordance with Philhealth's Implementing Rules and Regulations. (refer to Appendix VII)

#### B.2. SOCIAL SECURITY COVERAGE

All qualified ATF/ASF/NTS shall be mandatorily registered and covered under a social security program, administered by the Social Security System (SSS). Benefits granted to members shall be in conformity with existing and applicable SSS laws and regulations. (refer to Appendix VIII)

#### B.3. 13TH MONTH PAY

All ATF/ASF/NTS shall mandatorily receive their 13th month pay (inclusive of overload pay) not later than December 24 of each year. (refer to Appendix IX).

#### B.4. MATERNITY LEAVE

Any female ATF/ASF/NTS who has paid at least three (3) monthly contributions in the twelve (12)-month period immediately preceding the semester of her childbirth or miscarriage shall, for the first four (4) deliveries or miscarriages, be paid a daily maternity benefit equivalent to one hundred percent (100%) of her average daily salary credit for sixty (60) days for normal delivery/miscarriage or seventy-eight (78) days in case of caesarian delivery, subject to the conditions set forth under RA 8282 (AKA Social Security Act of 1997).

Female ATF/ASF/NTS who are at least on their third probationary year shall be entitled to maternity allowance of Php12,000 for caesarean section (CS), Php8,000 for normal delivery, and Php5,000 for miscarriage. This is limited to one (1) availment per year.

### **B. 5. PATERNITY LEAVE**

In accordance with Republic Act 8187 (Paternity Leave Act of 1996), a qualified male married ATF/ASF/NTS shall be entitled to paternity leave of seven (7) working days with full pay for the first four (4) deliveries or miscarriage of his legitimate spouse with whom he is cohabitating at the time his spouse gives birth or suffers miscarriage. (refer to Appendix X).

### **B.6. SOLO PARENT LEAVE**

In accordance with Republic Act 8972 (Solo Parent Welfare Act of 2000), a qualified ATF/ASF/NTS who falls under the definition of solo parent shall be entitled to seven (7) working days with full pay. "Parental Leave" under this law refers to leave benefits granted to a solo parent to enable him/her to perform parental duties and responsibilities where physical presence is required. (refer to Appendix XI)

### **B.7. LEAVE FOR WOMEN WHO ARE VICTIMS OF VIOLENCE**

In accordance with RA 9262 (Anti-Violence Against Women and their Children Act of 2004), a female ATF/ASF/NTS who is a victim of violence under this Act shall be entitled to a paid leave of up to ten (10) days, extendible when the necessity arises. (refer to Appendix XII).

### **B.8. GYNECOLOGICAL LEAVE**

In accordance with Republic Act 9710 (The Magna Carta of Women), a qualified female ATF/ASF/NTS who underwent surgery caused by gynecological disorders shall be entitled to two (2) months leave with full pay. (refer to Appendix XIII).

### **B.9. 70% SHARE IN TUITION FEE INCREMENTAL PROCEEDS .**

In accordance with Republic Act 6728 (Government Assistance to Students and Teachers in Private Education Act), an ATF/ASF/NTS shall be entitled to a share in the 70% tuition fee incremental proceeds, and which shall be given before the end of the 1st semester of the current school year in the form of a permanent benefit agreeable to both the ATF/ASF/NTS and the administration. (refer to Appendix XIV)

### **C. EMPLOYEES COMPENSATION AND INSURANCE**

An ATF/ASF/NTS who is covered by the Social Security System is likewise covered by the Employees Compensation Insurance. At no cost to the ATF/ASF/NTS, AMSAI contributes monthly to the System an amount equivalent to a percentage of the ATF/ASF/NTS's monthly salary credit as may be required by law.

The ATF/ASF/NTS and their dependents are entitled to certain medical, disability, and death insurance benefits for work-connected injury, disability, or death. It is, therefore, important that ATF/ASF/NTS promptly notify their Department Chair/Unit Head, or Dean/Director, or the Office of the VP for Academics and Compensation and Benefits Head of the Human Resource Management Office of any work connected sickness or

injury suffered by them.

### **D. LEAVES**

#### **D.1. SICK LEAVE**

**D.1.1.** Probationary Full-time A ATF with at least one (1) semester, or ASF/NTS with at least six (6) months of credited service, shall be entitled to annual five **(5) working days of sick leave with full pay**.

**D.1.2. Full-time A ATF/ASF** who are in their second year of probationary period shall be entitled to annual **seven (7) working** days sick leave with full pay.

**D.1.3.** Sick leave benefit can be availed of ONLY for actual illness or injury. Except for one (1)-day to two (2)-days sick leaves, supporting documents (e.g. medical certificate) must accompany manual leave application forms.

**D.1.4.** Sick leave applications may be filed online or manually submitted upon return to work. However, proper notification shall be made to the ATF/ASF/NTS's immediate superior.

**D.1.5.** The granting of sick leave requests by the approving authority(ies) shall be subject to existing Institutional policies and procedures.

**D.1.6.** Five (5) days of unused sick leave/school year of Full-time A Permanent and Probationary ATF/ASF/NTS shall be converted into cash, which shall be given every June 15 of the following school year.

#### **D.2. PROLONGED ILLNESS LEAVE**

**D.2.1.** Full-time ATF/ASF who are at least in their second year of probationary period (and Permanent NTS), and who contracts a prolonged illness shall be entitled to prolonged illness leave for a maximum of one (1) year.

**D.2.2.** Prolonged illness is herein defined as illness of more than fifteen (15) consecutive days which incapacitates the ATF/ASF/NTS for work as certified by the attending physician. The illness, however, should NOT be due to a social or venereal disease, ATF/ASF/NTS's own criminal or anti-social acts, drug addiction, attempted suicide, drunkenness, self-inflicted injuries, mental illness, and the like.

**D.2.3.** Such absence from work shall first be charged against the ATF/ASF/NTS's unused sick leave credits until exhausted. Thereafter, SSS sickness benefit availment shall be applied.

► (N.B. SSS members can be granted sick leave for a maximum of one hundred twenty (120) days in one calendar year).

**D.2.4.** Beyond the periods of compensable prolonged illness leave, the ATF/ASF/NTS shall be placed on Leave Of Absence Without Pay (LOAWOP) until declared fully recovered to go back to work. A fitness-for-work certification issued or endorsed by the attending physician shall be provided.

**D.2.5.** Prolonged illness leave is NOT cumulative, and may be enjoyed only ONCE during a school year.

**D.2.6.** The period covered by a prolonged illness leave is credited as part of years of service rendered to the Institution

**D.2.7.** If it is determined, at any time but not later than twelve (12) months, that an ATF/ASF/NTS is suffering from a disease NOT curable within a period of six (6) months, or continued employment is prejudicial to the health of the ATF/ASF or his/her colleagues, the School/relevant Unit shall initiate separation proceedings with due process.

**D.2.8.** The ATF/ASF/NTS shall be entitled to separation pay (equivalent to his/her last monthly salary multiplied by the total credited years of service, with a fraction of six months being considered as one (1) whole year), or to retirement pay (if qualified), whichever is favorable to ATF/ASF/NTS; and to other monetary benefits (e.g. proportionate 13th month pay, longevity pay, etc), including the cash equivalent of accrued, unused sick leave.

#### D.4. EMERGENCY/ SPECIAL LEAVE

**D.4.1.** Full- time ATF/ASF/NTS shall be entitled to annual emergency/ special leave with full pay.

**D.4.2.** Emergency/special leave shall be applied for ONLY in cases of:  
i. fire, floods, tsunamis, earthquakes, volcanic eruptions, and disasters of similar nature

ii. accident/ illness of an immediate member of the family (i.e. spouse, child, sibling, parent, parent-in-law, for those who are married; parent, sibling, grandparent, for those who are unmarried)

iii. Personal milestones such wedding/ honeymoon, wedding/ death anniversaries, and other similar milestones

iv. Personal transactions to cover dealings with government/ private offices such as, court appearance, paying taxes, arranging loan, and the like

v. Parental obligations such attendance in school programs/ meetings, enrollment, graduation, communion, medical appointments, and other similar occasions when a child of the ATF/ASF/NTS is involved

vi. Filial obligation such as moral obligation towards parents/ siblings for their medical and social needs

vii. Domestic emergencies/crises, domestic responsibilities including child care

viii. Any other cases deemed emergency/special conditions by the Director

**D.4.3.** Depending on the nature of the leave, emergency/special leave applications shall be filed (online or manually) at least two days prior to availment thereof, OR within the day after return to work. However, proper notification shall be made to the ATF/ASF/NTS's immediate superior within twenty-four (24) hours.

**D.4.4.** The ATF/ASF/NTS availing of emergency/special leave shall NOT be required to present proof of circumstances that qualify him/her for such leave.

**D.4.5.** The granting of emergency/special leave requests by the approving authority shall be subject to existing Institutional policies and procedures.

**D.4.6.** The paid emergency /special leave shall be charged against the ATF's/ ASF's **SICK LEAVE**.

#### D.5. BEREAVEMENT LEAVE

**D.5.1.** Full time ATF/ASF/NTS shall be entitled to nine (9) calendar days (inclusive of weekends, regular holidays, and special working/non working holidays) bereavement leave with full pay.

**D.5.2.** Bereavement leave shall be applied for upon the death an immediate member of the family (i.e. spouse, child, parent/legal guardian, sibling, parent-in-law, for those who are married; parent/legal guardian, sibling, grandparent, for those who are unmarried).

► N.B. Bereavement leave can be filed upon the death of the legal guardian of an ATF/ASF/NTS who grew up in the care of the guardian due to the absence of a biological parent. However, a legal guardian must be officially declared with supporting documents.

**D.5.3.** Bereavement leave applications may be filed online or manually submitted upon return to work; however, proper notification shall be

made to the ATF/ASF/NTS's immediate superior.

**D.5.4.** The granting of bereavement leave requests by the approving authority(ies) shall be subject to existing Institutional policies and procedures. Bereavement leave applications must be supported by legal document(s), such as a copy of the registered death certificate.

**D.5.5.** Bereavement leave is NOT chargeable against the regular sick leave.

#### **D.6. SERVICE LEAVE (FOR ATF/ASF ONLY)**

**D.6.1.** Full-time ATF/ASF with at least ten (10) years of continuous credited service in the institution, shall be entitled to two (2) months (equivalent to forty-four (44) working days) service leave with full pay.

**D.6.2.** The service leave may be availed of after every three (3) years of continuous credited service

**D.6.3.** An ATF/ASF may elect to take the service leave in one continuous period (preferably during mid-year break), or to spread it out over a period of three (3) school years. However, any unused service leave beyond JULY 31 of the 3rd year shall be forfeited.

**D.6.4.** In determining the time when service leave should be taken, ATF/ASF should exercise their professional judgment. Service leave can be availed of any time provided there is NO disruption in the teaching assignment or there are other ATF/ASF who can perform their duties and responsibilities.

**D.6.5.** Service leave applications may be filed online or manually submitted at least two (2) days prior to the intended leave.

**D.6.6.** The granting of service leave requests by the approving authority(ies) shall be subject to existing Institutional policies and procedures. Moreover, the ATF's/ASF's immediate superior may ask for postponement of the planned service leave due to workload.

**D.6.7.** The period covered by a service leave is credited as part of years of service rendered to the Institution

#### **D.7. BIRTHDAY LEAVE**

**D.7.1.** All full-time ATF/ASF/NTS shall be entitled to a one (1) day birthday leave with full pay.

**D.7.2.** In case the ATF/ASF/NTS's birthday falls on a leap year (February

29) or on a holiday or non-working day, such leave shall be availed of on the nearest working day following his/her birthday, OR on the earliest convenient date within the school year.

**D.7.3.** In case the ATF/ASF/NTS cannot be on leave on the date of the birthday due to exigency of work or force majeure, he/she shall be given a day off which may be scheduled at some other time within the school year. The birthday leave shall be forfeited if not availed of within the school year.

**D.7.4.** The granting of birthday leave requests by the approving authority(ies) shall be subject to existing Institutional policies and procedures.

**D.7.5.** The birthday leave shall NOT be chargeable against sick leave, and is non-convertible to cash.

#### **D.8. SABBATICAL LEAVE (FOR ATF/ASF ONLY)**

**D.8.1.** A permanent ATF/ASF shall be eligible to apply for a sabbatical leave for a maximum of one (1) year with pay, if:

For ATF: he/she has at least a rank of Master Teacher and with ten (10) years of continuous credited service, OR a doctorate degree holder with seven (7) years of continuous credited service

For ASF: he/she is a Level II 5 ASF with ten (10) years of continuous credited years of service, OR a doctorate degree holder with seven (7) years of continuous credited service

**D.8.2.** A minimum of seven (7) years of continuous credited service must elapse after a sabbatical leave has been taken before an ATF/ASF may apply for another sabbatical leave.

**D.8.3.** Sabbatical leave is granted to ATF/ASF as a recognition of notable service and as a means to promote research and scholarship, and encourage professional development. It is not availed of for purposes of rest and recreation, nor of taking remunerative employment in other institution or organization without specific justification

**D.8.4.** The ATF/ASF must be the Principal Author/Investigator of the research proposal; and should there be co-authors/co-investigators, they shall be entitled to research incentives for the said research either through deloading or overloading, and granting of points for promotion.

**D.8.5.** A written application, clearly indicating a well considered plan for the sabbatical leave and its professional advantages, shall be filed at least one (1) semester prior to the intended leave. Such plan include:

i. original research (with AMSAI Independent Ethics Committee (IEC)-approved protocol)

ii. book writing (with written proposal describing the content, market, book outline/structure etc.)

**D.8.6.** After receiving endorsement from the Department Chair/Unit Head and the Dean/Director, the leave application shall be submitted to the Vice-Chancellor for Academics for approval, based on their determination of the best interests of the Institution.

► N.B. Sabbatical leaves are granted on a case-to-case basis, depending on the ability of the College/relevant Unit to permit the leaves without detriment to the College/relevant Unit's programs; otherwise requests for such leaves may be deferred or denied on grounds of administrative prerogative.

**D.8.7.** A Memorandum Of Agreement shall be signed prior to the effective date of leave.

**D.8.8.** A sabbatical leave cannot be extended beyond the period for which it was originally granted.

**D.8.9.** A written notice of Intent to Return to Work must be filed at least two (2) months prior to the end of the leave period. Failure to give such notice shall be construed as NO intention to return to work.

**D.8.10.** An ATF/ASF granted sabbatical leave is required to return the full amount of compensation received if he/she, upon completion of sabbatical leave, fails to comply with any one of the following leave obligations:

- i. submission of copy of research paper or book, AND oral presentation of research paper or publication of the book;
- ii. return to AMSAI for the required one (1) year of service

**D.8.11.** AMSAI reserves the right to withhold any and all benefits accruing to the ATF/ASF in case of breach of obligations.

**D.8.12.** The period covered by a sabbatical leave is credited as part of years of service rendered to the Institution.

## D.9. LEAVES OF ABSENCE (LOA)

### D.9.1. LEAVES OF ABSENCES WITH PAY

Leaves of Absences with Pay (LOAWP) - shall include, but not limited to all paid leave benefits described in this Manual, and all other official business, for a specified period of time, in connection with institutional functions, professional development/renewal, and other reasonable causes that are in the best interest of the College/Institution.

a. Approval of LOAWP application shall be subject to existing Institutional/College policies and procedures.

b. The period covered by LOAWP is credited as part of years of service rendered to the Institution.

### D.9.2. LEAVES OF ABSENCES WITHOUT PAY

Leaves Of Absences Without Pay (LOAWOP)- are unpaid leaves granted to eligible ATF/ASF/NTS for personal reasons, professional development, and other activities that are mutually beneficial to both the ATF/ASF/NTS and the Institution.

a. Permanent, Full-time ATF/ASF/NTS may go on LOAWOP up to a period of:

- a.1. one (1) year, so long as there has been at least five (5) years of continuous service from date of hire.
- a.2. two (2) years, so long as there has been at least ten (10) years of continuous service from date of hire.

b. LOAWOP may be availed of after every five (5) years of continuous credited service.

c. Accrued vacation and/or sick leave credits must first be exhausted before LOAWOP is applied for.

d. LOAWOP applications, and extension requests shall require prior endorsement by the Department Chair/Unit Head and approval by the Director, based on their determination of the best interests of the Institution.

e. Leaves of Absences Without Pay (LOAWP) are granted on a case-to-case basis, depending on the ability of the relevant Unit to permit the leaves without detriment to the relevant Unit's programs; otherwise requests for such leaves may be deferred or denied on grounds of administrative prerogatives.

f. The Principal may require an ATF/ASF/NTS to postpone his/her LOAWP due to workload in the Institution.

g. In case several ATF/ASF/NTS simultaneously apply for LOAWOP, "first come -first serve" policy shall apply.

h. Without the necessary approval, the leave shall be considered as "Absence Without Official Leave (AWOL)" and may be proceeded against accordingly.

i. The ATF/ASF/NTS must return to work after the termination of the

approved leave. A written notice of Intent to Return to Work must be filed at least two (2) months prior to the end of the leave period. Failure to give such notice shall be construed as NO intention to return to work.

**j.** Absence of no more than seven (7) days may be allowed but shall be charged against the salary of the ATF/ASF/NTS. Failure to return to work after seven (7) consecutive working days, without notice, shall be considered breach of contract.

**k.** The period covered by a LOAWOP is NOT credited as part of years of service rendered to the institution.

**l.** An ATF/ASF/NTS who is on LOAWOP shall NOT be entitled to all regular benefits, except Educational Benefits for the dependents.

#### **D.11. STUDY LEAVE (FOR ASF/ASF ONLY)**

**D.11.1.** Full-time ATF/ASF shall be eligible to apply for study leave, so long as there has been at least three (3) years of continuous credited service, OR from their last study leave.

**D.11.2.** The study leave, granted to ATF/ASF for purposes of professional development in their field of interest/ specialization, may be with OR without pay. Only Institution/relevant Unit-sponsored/endorsed study leaves shall be with pay and shall be credited as part of years of service rendered to the Institution.

**D.11.3.** Depending on the requirements of the educational program and ability of the Department/relevant Unit to internally adjust for the absence of an ATF/ASF, the following types of leaves may be granted:

**a.** FULL-TIME STUDY LEAVE- this implies that the ATF/ASF shall be unloaded completely of all teaching and other institutional duties and responsibilities, up to completion of study program.

**b.** PART-TIME STUDY LEAVE- this implies that the ATF/ASF shall be unloaded partially of teaching and other institutional duties and responsibilities, up to completion of study program.

**D.11.4.** After receiving endorsement from the Department Chair/Unit Head and the Director, the leave application shall be submitted to the Vice President for Academics for approval, based on their determination of the best interests of the Institution.

**D.11.5.** Study Leaves are granted on a case-to-case basis, depending on the ability of the Institution/relevant Unit to permit the leaves without detriment to the Institution/relevant Unit's programs; otherwise requests

for such leaves may be deferred or denied on grounds of administrative prerogatives.

**D.11.6.** A Memorandum of Agreement shall be signed prior to the effective date of leave.

**D.11.7.** A study leave CANNOT be extended beyond the period for which it was originally granted. An ATF/ASF who wishes to extend his/her leave may apply for Leave of Absence Without Pay (LOAWOP), and if granted shall be subject to conditions governing such leave.

**D.11.8.** Unless other arrangements are agreed to by the Institution, the following year of service rule shall apply (N.B. a fraction of at least six (6) months shall be considered as one whole year).

**a.** 1:2 rule, which implies service of two (2) years for every year of full time study leave

**b.** 2:2 rule, which implies service of two (2) years for every two (2) years of part-time study leave

**D.11.9.** While on Full-time study leave, an ATF/ASF shall NOT be eligible for promotion until after completion of the program and/or resumption of all teaching/relevant activities.

An ATF/ASF while on Part-time study leave shall be eligible for promotion. However, the equivalent points for the program shall be considered only upon completion of the program.

**D.11.10.** An ATF/ASF granted a study leave is required to return the full amount of compensation received if he/she, upon completion of study leave, fails to comply with any one of the following leave obligations:

**a.** completion of the study program/course within the agreed time frame of study

**b.** return to the institution for the required year(s) of service.

**D.11.11.** The AMSAI reserves the right to withhold any and all benefits accruing to the ATF/ASF in case of breach of obligations.

#### **D.12. DISSERTATION LEAVE (FOR ASF/ASF ONLY)**

**D.12.1.** A permanent ATF/ASF with five (5) years of credited service is entitled to a dissertation leave for one (1) semester or two (2) terms with pay, provided that a certification from the Dean of the Graduate School is presented attesting to the approval of the dissertation proposal. For ASF: A dissertation leave can also be availed of by an ASF ONLY after passing the colloquium.

**D.12.2.** Completion of the dissertation at the end of the academic year of the graduate program enrolled in shall be required. Non-compliance with this requirement shall mean payback of the cash equivalent of the

leave, the payment of which shall be made over a period of one (1) year.

**D.12.3.** A Memorandum of Agreement shall be signed prior to the effective date of leave. A return service contract for this purpose shall be required.

#### **E. CHRISTMAS BREAK**

**E.1.** Full-time ATF/ASF/NTS shall go on leave with full pay during Christmas break. The date of Christmas break shall be determined by the Vice President for Academics.

#### **F. LONGEVITY PAY**

**F.1.** Full-time ATF/ASF/NTS shall be entitled to an annual longevity pay according to the schedule:

Credited Years of Service	Longevity Pay
10 years	1.00 month salary
15 years	1.25 months salary
20 years	1.50 months salary
25 years	1.75 months salary
30 yrs and above	2.00 months salary

The tenure of service shall be reckoned from the total credited years of service, and the longevity pay shall be based on the ATF/ASF/NTS's last monthly salary.

**F.3.** If an ATF/ASF/NTS who goes on Leave of Absence Without Pay (LOAWOP) during the year, his/her longevity pay shall be pro-rated.

**F.4.** Longevity pay shall be received on the anniversary date of employment.

#### **G. CLOTHING ALLOWANCE**

Permanent Full-time ATF/ASF/NTS shall be entitled to an annual clothing allowance amounting to one thousand pesos (Php1,000.00), which shall be given every 15thday of June.

#### **H. SERVICE (LOYALTY) AWARDS**

All ATF/ASF/NTS who have rendered 5, 10, 15, 20, 25, and 30 years and every five (5) years thereafter of credited service shall be given plaque during the AMSAI Foundation celebration. The years service for the said award shall start from the date the ATF/ASF/NTS was employed Full-time.

#### **I. STUDY GRANTS (FOR ATF/ASF ONLY)**

##### **I.1 Internal/ Institutionally Subsidized Grant**

For an institutionally subsidized study grant, the ATF/ASF shall render one

(1) year of service for every school year of study under a Master's and Doctoral degree programs.

**I.2** If an ATF/ASF who received a study grant resigns (or is terminated) and fails to complete the return of service, AMSAI shall be paid back for the full expense during his/her study.

However, if the ATF/ASF member who received a study grant resigns but has completed the return of service, the Institution shall NOT be paid back for the full expense during his/her study.

**I.3** An ATF/ASF who intends to avail of the study grants shall secure a study permit endorsed by the VPAA and concurred in by the President.

► Refer to Appendix II: Faculty and Academic Support Personnel Development and Continuing Success Program Policies, Standards and Guidelines.

#### **I.3 REFUND/REPAYMENT POLICY**

**a.** The ATF/ASF who:

- i.** dropped an enrolled subject(s)
- ii.** withdrew from or failed to complete study program/course or the thesis/dissertation within agreed study time-frame/ prescribed maximum residency
- iii.** failed without good cause to attend trainings/workshops/ conferences shall be required to return/repay the FULL amount of subsidy received within thirty (30) days from the date the subject was dropped, date of course withdrawal/termination, or from the training/workshop/conference date.

**b.** Repayment of the full amount of subsidy may be made upon termination of employment. However, interest shall be paid on the full amount outstanding, which shall begin to accrue and be charged from the date the subsidy was received.

**c.** The refund/repayment policy shall NOT apply to an ATF/ASF who is involuntarily separated from employment. (refer to Section K.1, this Chapter)

#### **I.4 RETURN OF SERVICE POLICY**

**a.** For ATF/ASF who availed of funding support from the Institution, the return of service shall be equal to the number of years for which funding was received, with a minimum of one (1) year return of service.

► N.B. The return of service policy shall NOT apply to an ATF/ASF who paid for his/her own study course and continued with his/her fulltime/part-time teaching load.

**b.** The return of service policy shall NOT apply to an ATF/ASF who is involuntarily separated from employment. (refer to Section K.1, this Chapter)

#### **I.5 THESIS/DISSERTATION LOAN**

- a.** Full-time ATF/ASF enrolled in Master's Thesis/Doctoral Dissertation shall be entitled to a thesis/dissertation loan payable in one (1) year without interest.
- b.** The payment of the said loan shall commence one (1) year after the loan was availed. Payment can be made through cash or on salary deduction upon the borrower's written authorization.
- c.** Repayment of the full amount of loan may be made upon termination of employment. However, interest shall be paid on the full amount outstanding, which shall begin to accrue and be charged from the date the loan was received.
- d.** The refund/repayment policy shall not apply to an ATF/ASF who is involuntarily separated from employment. (refer to Section K.1, this Chapter)
- e.** A Memorandum Of Agreement shall be signed prior to the effective date of the thesis/dissertation loan.
- f.** The AMSAI reserves the right to withhold any and all benefits accruing to the ATF/ASF in case of breach of obligations.

#### I.6. FOR CHILDREN OF ATF/ASF/NTS

##### I.6.1. Dependents Scholarship

All legal dependents of Full-time **ATF/ASF/NTS** of AMSAI shall be entitled to 100% tuition discount on all courses offered in AMSAI Basic Education Department; provided further that the legal dependent is below 21 years of age.

#### J. PERMANENT TOTAL DISABILITY BENEFIT

**J.1.** In order to protect a Full-time ATF/ASF/NTS against loss of income due to permanent total disability/incapacity which requires the Institution/ relevant Unit to terminate his/her employment, he/she shall be entitled to SEPARATION PAY equivalent to his/her last half-month salary multiplied by the total credited years of service (with a fraction of six (6) months being considered as one (1) whole year), and to other monetary benefits (e.g. proportionate 13th month pay, longevity pay, etc.), including the cash equivalent of accrued, unused sick leaves not exceeding thirty (30) days (refer to Section D.1.7, this Chapter).

#### K. SEPARATION BENEFITS

##### K.1. INVOLUNTARY WORK SEPARATION

**K.1.1.** Full-time ATF/ASF/NTS shall be entitled to a tax-free separation pay

(equivalent to their last half-month salary multiplied by the total credited years of service, with a fraction of six (6) months being considered as one (1) whole year; and to other monetary benefits (e.g. proportionate 13th month pay, longevity pay, cash equivalent of unused sick leaves, etc.), including the cash equivalent of accrued, unused sick leaves not exceeding thirty (30) days (refer to Section D.1.7), IF their separation from the College/relevant Unit is due to any of the following:

- a.** installation of labor saving devices
- b.** redundancy, retrenchment
- c.** closing or cessation of operation of the Institution/ Unit/ NOT due to serious losses or financial reverses
- d.** when the ATF/ASF/NTS is suffering from a disease NOT curable within 6 months, and continued employment is prejudicial to the health of the ATF/ASF/NTS or his/her colleagues
- e.** impossible reinstatement of the ATF/ASF/NTS to his/her former position or to a substantially equivalent position for reasons NOT attributable to the fault of the Institution, as when the reinstatement ordered by a competent authority cannot be implemented due to closure or cessation of operations of the Institution/Unit, or the position to which he/she is to be reinstated no longer exists and there is no substantially equivalent position in the Institution/ Unit to which he/she can be reinstated

**K.1.2.** A written notice shall be served on the ATF/ASF/NTS and the DOLE through its regional office at least one (1) month before the intended date thereof.

#### L. RETIREMENT BENEFITS

##### L.1. COMPULSORY/ MANDATORY RETIREMENT

The compulsory retirement age is 60 years. An ATF/ASF/NTS who reaches the compulsory retirement age may opt to have the effective date of retirement on the first day of the month following his/her 60th birthday, OR on the first day of the new semester/term.

##### L.2. RETIREMENT PAY

Years of Credited Service \*Retirement Pay per Year of Credited Service

10 years + 1 day – 15 yrs 15 days/year of credited service

15 years + 1 day – 20 yrs 20 days/year of credited service

20 years + 1 day – 25 yrs 25 days/year of credited service

25 years + 1 day AND UP 30 days/year of credited service

- A fraction of six months shall be considered as one whole year

**L.2.1.** The tenure of service shall be reckoned from the credited years of service, and the retirement pay/year of credited service shall, based on the above table, be computed as follows:

a. For an ATF/ASF/NTS with straight Full-Time employment status  
 RETIREMENT PAY = last FT daily pay rate X number of days X  
 years of credited service  
 Example: the minimum retirement pay of a FT ATF/ASF/NTS  
 with ten (10) years of service (which is equivalent to 10 years of  
 credited service) at a daily pay rate of Php3,000/day  
 = Php3,000 X 15 days X 10 years credited service  
 = Php450,000.00

**L.2.2.** The computation of retirement pay shall be based on highest rank obtained.

**L.2.3.** If unfortunately, an ATF/ASF/NTS died within six (6) months prior to retirement date; OR if an ATF/ASF/NTS has served the Institution for more than twenty (20) years but died prior to retirement date, all corresponding retirement benefits shall be given to beneficiary(ies).

### **L3. RETIREMENT PRACTICE OF RETIRED ATF**

An ATF of the Ananda Marga Special Academic Institutional who retires at the age of sixty (60), or after having rendered at least twenty (20) years of credited service, or who retires at the compulsory age of sixty-five (65) years, may opt to be downgraded to Part-time status and shall, without age limit, be allowed to teach.

### **M. SERVICE EXCELLENCE AWARDS AND INCENTIVES**

The Awards and Incentives for Service Excellence is designed to encourage creativity, innovativeness, efficiency, integrity and productivity in the education service by recognizing and rewarding officials and employees, individually or in groups, for their suggestions, inventions, superior accomplishments and other personal efforts which contribute to the efficiency, economy, or other improvement in school operations, or for other extraordinary acts or services in the school community interest. **(Refer to Appendix XIX—Policy on Vidya Awards for Service Excellence)**

### **M. NON-DIMINUTION OF BENEFITS**

Notwithstanding the provisions of this revised Faculty/ASF/NTS Manual, benefits and privileges enjoyed by ATF/ASF/NTS on the basis of previous editions of the Faculty/ASF/NTS Manual and/or prior or current policies and practices shall NOT be withdrawn NOR diminished for reasons of not being included herein.

#### **ART. 100. PROHIBITION AGAINST ELIMINATION OR DIMINUTION OF BENEFITS.**

Article 100 of the Labor Code (otherwise known as Non-Diminution Rule) provides - Nothing in this Book shall be construed to eliminate or in any way diminish supplements, or other employee benefits being enjoyed at the time of promulgation of this Code.

# **VIII**

## **GENERAL PROVISIONS**

### **9.1. Dress Code**

All faculty members (part-time or full-time) are expected to wear proper teaching attire during teaching days unless otherwise specified by the Administration. Follow rule of decency; it shall be business or smart casual attire.

### **9.2. Outside Professional Activities, Conflict of Interest and Conflict of Commitment**

**9.2.1.** Outside professional activities provide the faculty not only with professional currency and relevant practical experience, but also with opportunities for professional development, continuing education, knowledge transfer and knowledge sharing. Hence, reasonable participation in these activities is encouraged.

**9.2.1.1.** The nature and extent of the faculty member's outside professional activities, however, should NOT compromise the performance of his/ her academic duties and the pursuit of the educational missions of AMSAI; and must NOT detract the prestige of the Institution and the professional stature of the faculty.

**9.2.1.2.** All faculty members should recognize his/her obligation to act in the best interests of the AMSAI and therefore, must NOT allow outside professional activities to interfere with that obligation.

**9.2.1.3.** Outside professional activities should NOT create real, potential or apparent Conflict of Interest and/or Conflict of Commitment, any of which has possible adverse impact on college/institutional interests.

### **9.2.2. Outside Professional Activities**

All faculty members who engage in outside professional activities, including external consulting, must conduct these activities in accordance with the terms of their employment agreement, and with all relevant AMSAI rules and policies. AMSAI has NO responsibility or liability for the outside professional activities of the faculty, except those who received written approval prior to engagement.

#### **9.2.2.1. Non-Compensated Outside Professional Activities**

This refers to outside professional activities, integral to the faculty

member's academic and professional expertise that expand and advance his/her normal responsibilities to the Institution. These include, but are not limited to:

- 9.2.2.1.1.** Providing public service or pro bono work
- 9.2.2.1.2.** Giving guest lectures, speeches
- 9.2.2.1.3.** Attending professional meetings
- 9.2.2.1.4.** Reviewing grant proposals, refereeing journal manuscripts
- 9.2.2.1.5.** Acting as editor of a professional journal
- 9.2.2.1.6.** Serving on national commissions, government advisory bodies/boards
- 9.2.2.1.7.** Serving as elected officer of professional organizations
- 9.2.2.1.8.** Conducting site visits, program evaluations at other institutions
- 9.2.2.1.9.** Participating as investigator or adviser on projects supported by government or private grants
- 9.2.2.1.10.** Writing books, participating in artistic performances or Activities

**9.2.2.2.** Faculty members must fully and promptly inform their immediate superior in writing about their participation in these non compensated outside professional activities. This is to ensure that no conflict of interest or commitment would arise where gifts or in kind donations may be tied to productivity and/or may substitute for direct compensation. If there is reason, however, to believe that these activities present actual or perceived Conflict of Interest or Commitment, full and prompt disclosure must be made prior to participation in such activities.

**9.2.2.3.** Compensated Outside Professional Activities (COPA)

This refers to outside professional services, related to the faculty member/ASP's academic and professional expertise, that are outside the scope of his/her primary responsibilities in AMSAI, and are undertaken for personal financial gain beyond nominal payments and/or expense reimbursements. These include, but are not limited to:

**9.2.2.3.1.** Consulting - is any professional activity, involving the faculty member professional capabilities and expertise, where a fee-for-service or an equivalent relationship with a third party exists, and where the faculty is NOT acting as an agent of the AMSAI

**9.2.2.3.2.** Having substantial involvement in commercial Enterprises (e.g. ownership interests, line management positions)

**9.2.2.3.3.** Being employed on a full-time appointment by another institution or employer

**9.2.2.3.4.** Participating (as investigator, member/staff, or paid consultant) in projects supported by government/or private grants Since these compensated outside professional services activities have poten-

tial for both Conflict of Interest and Conflict of Commitment, written disclosures must be made prior to undertaking these activities.

**9.2.2.4.** Guideline on Compensated Outside Professional Activities (COPA)

**9.2.2.4.1.** COPA should not take precedence over the faculty member's primary commitment to the College/ AMSAI

**9.2.2.4.2.** Faculty members may engage in COPA only outside of their declared work days and hours in AMSAI, or while on unpaid leave of absence from the College.

**9.2.2.4.3.** Faculty members are required to obtain prior written approval, from the Department Chair and the Dean, before engaging in COPA

**9.2.2.4.4.** Faculty members have the obligation to disclose in writing all COPA, to include among others the third party entity for which these are to be performed, the nature, scope, duration, and compensation for such activities.

**9.2.2.4.5.** COPA do not involve becoming an employee of the third-party entity, or having a concurrent, full time faculty/ASP appointment at another academic institution.

**9.2.2.4.6.** The third-party entity for which the COPA is to be performed must be informed of all relevant institutional policies, as well as obligations of the faculty under those policies. This task of informing shall be the responsibility of the faculty members.

**9.2.2.4.7.** It should be clear to all parties concerned that the COPA is personal such that faculty members/ASP will be acting in their private capacities, and that the College/AMSAI is NOT endorsing the COPA.

**9.2.2.4.8.** Unless, expressly authorized or permitted, faculty members may NOT:

**9.2.2.4.8.1.** Use College/AMSAI resources (e.g. facilities, equipment, personnel, students, trainees). EXCEPT in purely incidental way;

**9.2.2.4.8.2.** Grant any outside person or entity access to College/AMSAI resources, including research results, materials, or products;

**9.2.2.4.8.3.** Compete with the professional, instructional, and any other services offered by the College/AMSAI, or with the pursuit of sponsored funding;

**9.2.2.4.8.4.** Use AMSAI funding, and confidential, privileged, or proprietary information;

**9.2.2.4.8.5.** Use the name of AMSAI, or any AMSAI mark, symbol, or logo, EXCEPT as reference to the faculty member's College/AMSAI affiliation for identification purposes;

**9.2.2.4.8.5.1.** List institutional contact information in commercial listings

**9.2.2.4.8.5.2.** Give, as consulting business address, any AMSAI building, College or Department name

**9.2.2.4.8.5.3.** Make endorsements of business, private practice, commercial product, political position, etc. A copy of the Written Agreement with the third- party entity may be requested for review, as part of the oversight process for Conflict of Interest or Commitment.

### 9.2.3. Conflict of Interest and Conflict Commitment

Faculty members particularly those with full-time appointments, owe professional loyalty to the College/AMSAI. Faculty members therefore, should be alert to the possibility that outside professional activities could create a division of loyalty, and give rise to real, potential, or apparent Conflict of Interest or Commitment. Personal responsibility, high standards of integrity and ethical principles are major factors in preventing such conflicts to occur.

AS A MATTER OF POLICY, NO faculty member/ASP of this Institution may undertake any activity which constitutes Conflict of Interest or Commitment, EXCEPT as may be expressly approved and/or permitted.

#### 9.2.3.1. Conflict of Interest (COI)

Conflict Of Interest – denotes any situation /circumstance in, which the financial or other interests of the faculty member/ASP (or his/her immediate family member, or persons with whom he/she has personal or business relationship) may actually or potentially compromise his/her primary obligations and commitments to the College/AMSAI. Disclosure of COI must be made in writing to the Director through the Program Director/Department Chair prior to undertaking any activities giving rise to COI. Activities, which may create COI include, but are not limited to:

**9.2.3.1.1.** Non-Compensated Outside Professional Activities (refer to 9.2.2.1.Non-Compensated Outside Professional Activities

**9.2.3.1.2.** Compensated Outside Professional Activities (refer to 9.2.3.2. Compensated Outside Professional Activities (COPA)

**9.2.3.2.1.** Business/Entrepreneurial Activities – which include among

others the following:

**a.** Participating in testing, trials, research, technology or product development, management, or evaluation owned/controlled by a business in which the faculty (or his/her immediate family member, or persons with whom he/she has close or business relationship) has financial or other interests;

**b.** Assigning students, trainees, or subordinates to projects supported by a business in which the faculty/ASP (or his/her immediate family member, or persons with whom he/she has close or business relationship) has financial or other interests;

**c.** Participating, or taking administrative action on grants, contracts, purchase orders, lease arrangements, rentals, or donations from a business in which the faculty (or his/her immediate family member, or persons with whom he/she has close or business relationship) has financial or other interests;

**d.** Holding top management position (i.e. position with significant decision-making authority) in a business engaged in activities related to the faculty member's institutional responsibilities; or in an entity that conducts or seeks to conduct business with AMSAI;

**e.** Having financial and other interests in a business that competes with the services, products, awards or grants, bids for sponsored research, or with other activities in which AMSAI is or might become engaged;

**f.** Diverting business or financial opportunity that AMSAI is pursuing or might be interested in pursuing;

**g.** Soliciting business that might disturb existing professional or business relationship that AMSAI has with an outside entity;

**h.** Making professional referrals to a business in which the faculty (or his/her immediate family member, or persons with whom he/she has close or business relationship) has financial or other interests;

**i.** Soliciting or receiving anything of value (e.g. gifts, special favors) from individuals, vendors, or entities that provide or seek to provide services, products, or supplies to AMSAI.

**j.** Workplace Activities – which include, but not limited to:

**i.** Anticipating directly or indirectly, in a decision-making process (e.g. employment, employee benefits, work assignment, student admission, and purchase order) that involves direct

benefit to the faculty or to a person with whom he/she has intimate or family relationship;

**ii.** Having a direct reporting/evaluation relationship with an employee, or a supervisory/evaluation relationship with a student with whom the faculty has intimate or family relationship;

**iii.** Permitting persons with whom the faculty has intimate or family relationship, to be paid from funds from a grant or contract supervised by the faculty;

**iv.** Soliciting or receiving anything of value (e.g. personal gifts, special favors) on behalf of, or as a representative of AMSAI.

**v.** Any Other Activities that compromise the faculty member's professional responsibility to the College/AMSAI, results in financial gain/benefit to the faculty or related individuals, or diverts to third-party entities financial support, personal and other resources which otherwise would flow to the College/AMSAI

#### **9.2.4. Conflict of Commitment (COC)**

Conflict of Commitment (Conflict of Obligation) – denotes any situation/ circumstance in which the professional activities of the faculty, whether inside or outside AMSAI, substantially interfere with his/her primary obligations and commitments to the College/AMSAI. Disclosure of COC must be made in writing to the Dean/Director through the Program Director/Department Chair prior to undertaking any activity giving rise to COC.

**9.2.4.1.** Activities, which may create COC include, but are not limited to:

**9.2.4.1.1.** Engaging in outside professional activities (compensated or non compensated) within the declared work days and hours in AMSAI;

**9.2.4.1.2.** Committing to professional activities that involve regular, frequent or prolonged absence from the Department/College;

**9.2.4.1.3** Engaging in non-AMSAI's activities/projects which demand a substantial portion of the faculty member's time and attention, thereby diluting the amount and quality of his/her participation in the academic and instructional affairs of the Department/College;

**9.2.4.1.4.** Engaging in course creation of behalf of or through an out-

side entity;

**9.2.4.1.5.** Participating on sponsored projects at another entity

#### **9.2.5. Request for Approval**

**9.2.5.1.** It is incumbent upon the faculty to fully and promptly inform his/her PRINCIPAL, Chair of ALL professional activities (that fall outside the scope of the his/her primary responsibilities, whether inside or outside AMSAI) that he/she personally wish or is requested to engage in. Depending on the nature, type, and extent of the activity, submission of a written request for approval may be required. The decision to approve the request is within the discretion of the VPA endorsed by the Principal.

**9.2.5.2.** AS A MATTER OF POLICY, faculty members are required to obtain approval before engaging in activities that might create the perception of or potential for Conflict of Interest or Commitment. When there is reason to believe that a real, potential, or apparent Conflict of Interest and/or Commitment exist, the faculty is obligated to disclose all facts material to the conflict on an appropriate Form.

#### **9.2.6. Disclosure, Review, and Resolution of Conflict of Interest and Conflict of Commitment**

The requirement to disclose personal financial arrangements/ relationships with a third-party entity, or commitments of time and effort to activities that create the occasion for real, potential or apparent Conflict of Interest (COI) or Conflict of Commitment (COC) serves the ultimate purpose of preserving the interests of the School.

Should the faculty have questions about whether a professional activity requires disclosure, he/she must consult the Principal/Vice President for Administration. The Vice President for Formation is obligated to ensure appropriate management of the conflict. In some circumstances, identification and evaluation of potential COI or COC may require the Principal/Vice President for Administration/ Vice President for Academics and/ or AMSAI legal counsel.

#### **9.2.6.1. Annual Disclosures**

On an annual basis, ALL faculty members are required to complete and submit the DISCLOSURE FORM, which requires, among others:

**9.2.6.1.1.** Disclosure about the faculty member's (or his/her immediate family member, or persons with whom he/she has close or business relationship) outside professional activities, personal, financial, or other interests that could constitute real, potential or apparent Conflict of Interest or Commitment, as described in the preceding Sections.

**9.2.6.1.2.** Provision of additional information/documentation, if necessary, pertinent to the Conflict of Interest or Commitment. The Disclosure Form must be submitted to the Principal, through the Academic Head, two weeks before the start of classes. The information disclosed must be sufficient for verification. Breaches in disclosures will be dealt with on a case-to-case basis. Disclosures shall be considered confidential. It shall be the responsibility of the Principal to exert all reasonable efforts to preserve confidentiality as part of the process. The Principal shall establish procedures to ensure timely review of Faculty Annual Disclosures, and shall keep records of the disclosures and related actions.

The following are the possible outcomes of the disclosure process:

- a.** Approved (Permitted)
- b.** Approved (Permitted) contingent upon satisfactory implementation of management and monitoring plans
- c.** Disapproved (Prohibited) The Principal shall submit an Annual Disclosure Summary to the Vice President for Academics, including the remedies imposed.

#### **9.2.6.2. AD HOC Disclosures**

The faculty is duty-bound to disclose to the Dean/Director/ Program Director/Department Chair on an ad hoc basis:

**9.2.6.2.1.** Current or prospective situations that may raise questions of Conflict of Interest or Commitment, in advance of the conflict arising, or as soon as feasible after such situations became known to the faculty

**9.2.6.2.2.** Valid change-in-circumstance (e.g. changes in financial interests, nature, or elimination of the conflict) that has rendered any previously submitted Disclosure Form materially inaccurate or incomplete

#### **9.2.6.3. Management of Conflicts**

The Principal, The Vice President for Formation, The Vice President for Administration after review and identification of Conflict of Interest (COI) or Conflict of Commitment (COC), shall propose remedies to ameliorate, mitigate, or eliminate the conflict. Attempts shall be made to resolve the conflict by mutual agreement with the faculty. The Dean shall ensure appropriate monitoring and oversight of the conflict, management actions, and compliance with the measures.

**9.2.6.3.1.** Management options include, but are limited to

- a. Appropriate conflict disclosure to involved parties;
- b. Divestiture of significant financial interests;

- c. Severance of relationships that pose conflicts;
- d. Imposition of unpaid leave of absence;
- e. Modifying, suspending, or limiting professional activities that create conflicts;
- f. Updating the disclosure on at least a bi-annual basis

**9.2.6.3.2.** Following exhaustion of all possible management options, faculty members may appeal, to the next higher superior, the decision of the Principal/Academic Head to disapprove the proposed activity, or the remedies imposed. The Principal shall be notified of all identified COI or COC that were unremedied so they can be re-evaluated and acted upon by the Principal. Conflict issues, which remain unresolved shall be referred to the Vice President for Academics.

#### **9.2.6.4. Disciplinary Action (Sanctions)**

Full and open disclosure of Conflict of Interest or Commitment is expected of the faculty, in consideration of the trust and ethical responsibility placed in them.

**9.2.6.4.1.** Disclosure policy violations include, but are limited to:

- a. Failure to submit Annual Disclosures, and AdHoc Disclosures, if so required;
- b. Providing knowingly inaccurate, incomplete, misleading, or false disclosure information;
- c. Failure to comply with the prescribed conflict management and monitoring plans

**9.2.6.4.2.** Distinctions, however, shall be made between simple neglect, honest oversight, ignorance of the policy, and willful, deliberate non-disclosure. Following identification of breaches in the disclosure process, the faculty shall be given the opportunity to take corrective action within a specified period of time. If corrective action is not taken, the Program Director/Department Chair shall recommend the appropriate sanction to the Dean/Director for approval. Violations of the Disclosure Policy, which amount to serious misconduct, shall be subject to disciplinary action (sanction) ranging from warning to dismissal, in accordance with the provisions of this Manual. The faculty has the right to appeal the sanction to the Vice President for Academics (VPA). The decision made by the VPA on the appeal is grievable.

### **9.3. Grievance and Disciplinary Policies and Procedures**

**9.3.1.** Grievance and disciplinary procedures provide frameworks for maintaining effective working relationships and conditions, and high standards of conduct and performance; thus, must be viewed in a constructive light.

**9.3.2.** A grievance is laid at a lower level and handled by a higher level, while discipline is applied from higher to lower level, never vice-versa. Although the line between the two sometimes can become blurred (e.g. a grievance leading to a disciplinary action), the two procedures should remain distinguishable.

(Appendix XVI – Grievance and Disciplinary Policies and Procedures for the specific policies and procedures.)

#### **9.4. Policies and Guidelines For The Prevention And Investigation Of Sexual Harassment Cases**

Pursuant to the Anti-Sexual Harassment Act of 1995, faculty members shall comply with the prescribed policies and guidelines on cases related to sexual harassment. (Appendix XV – Anti-Sexual Harassment Act of 1995)

#### **9.5. Separation From Service**

A faculty member may be separated from his/her job or employment through resignation, expiration of contract, abandonment, termination for cause, lay off, suspension, redundancy, retrenchment, or retirement and other authorized or just causes.

##### **9.5.1. Resignation is the voluntary and unilateral act of the employee in severing his/her employment with this Institution.**

**9.5.1.1.** Any faculty member who resigns must inform the immediate head in writing at least one (1) month or 30 days prior to the effectiveness of the resignation.

**9.5.1.2.** A resignation is deemed effective once approved by the Principal. The HRM must be furnished a copy of approved resignation letter.

**9.5.1.3.** Together with the letter of resignation, an employee must secure the necessary clearance and submit it to the HRM Department on the first day after the last working day of the resigned employee or on the day after the effectiveness date of resignation.

**9.5.1.4.** Those faculty members who are officially resigned can still claim whatever is due to her/his in accordance with law.

#### **9.5.2. Expiration of Contract**

A faculty member whose contract expires need not file a resignation letter but has to accomplish the necessary clearance and has to clear himself/herself of all accountabilities with the Institution. All applicable benefits shall be given to him/her.

#### **9.5.3. Abandonment**

All faculty members are subject to the Institutional definition and policies on abandonment.

#### **9.5.4. Termination for Cause, Lay-off, and Suspension**

Faculty members may be terminated or separated for cause, laid-off or suspended from work in accordance with the stipulated rules and regulations of the Institution and existing applicable laws and regulations contained in the Labor Code.

#### **9.5.5. Redundancy/Retrenchment**

Redundancy or retrenchment must be implemented in a just and proper manner. There must be fair and reasonable criteria to be used in selecting employees to be dismissed, such as: (a) less preferred status; (b); seniority and (c) efficiency rating. After exhausting all possible measures the application of Redundancy/Retrenchment must be done in good faith giving all labor options and due process to the faculty employees. (Applicable laws and regulations in the Labor Code Art. 283 should be considered)

#### **9.6. Rights of the Faculty Member**

The institution recognizes the following rights of the faculty members, namely:

**9.6.1.** The right to freedom of expression; such as but not limited to, speaking to or writing as private citizen and in no way implying or attempting to speak in behalf or in representation of the Institution, the faculty should be free from Institutional censorship or disciplinary action;

**9.6.2.** The right to be represented, consulted and actively participate, individually or collectively, in Institutional governance, policy-making and matters concerning promotion, salary increase, tenure, discipline, working condition, appointment/reappointment, redundancy, retrenchment, termination, grievance and other issues affecting the interests of the faculty;

**9.6.3.** The right to participate or engage in professional or consulting activity outside the institution after office hours so long as academic duties and obligation in the institution are not adversely affected thereby and such activity does not involve any conflict of interest;

**9.6.4.** The right to fair and equitable opportunities for professional growth and development;

**9.6.5.** The right to due process, presumption of innocence, individual privacy and protection from unreasonable searches, and financial and legal support from the institution in any litigation brought against them by third parties as a direct result of the performance of their duties;

**9.6.6.** The right to security of tenure and protection from diminution of benefit;

**9.6.7.** The right to free inquiry and to full freedom in doing research and in the publication of the results thereof; and,

**9.6.8.** The right to present controversial material when relevant to a course of instruction or research.

# **IX**

## **REPEALING CLAUSE**

Faculty Manual are hereby repealed or modified accordingly. In the same manner, memoranda, instructions and directives that are not incorporated in this Manual but are not expressly superseded by this Manual, are deemed operational and enforceable.

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# **X**

## **EFFECTIVITY DATE**

The provisions of this Faculty Manual shall take effect upon circulation to the faculty members and upon affixing their respective signatures on the Reply Slip provided for. Approved as discussed by the Faculty Manual Committee on

# APPENDICES

## Appendix I

### CODE OF ETHICS FOR PROFESSIONAL TEACHERS

Pursuant to the provisions of paragraph (e), Article 11, of R. A., No. 7836, otherwise known as the Philippines Professionalization Act of 1994 and Paragraph (a), section 6, P.D. No. 223, as amended, the Board for Professional Teachers hereby adopt the Code of Ethics for Professional Teachers.

#### PREAMBLE

Teachers are duly licensed professionals who possesses dignity and reputation with high moral values as well as technical and professional competence in the practice of their noble profession, they strictly adhere to, observe, and practice this set of ethical and moral principles, standards, and values.

#### ARTICLE I SCOPE AND LIMITATIONS

Section 1. The Philippine Constitution provides that all educational institution shall offer quality education for all competent teachers committed of it's full realization. The provision of this Code shall apply, therefore, to all teachers in schools in the Philippines.

Section 2. This Code covers all public and private school teachers in all educational institutions at the preschool, primary, elementary, and secondary levels whether academic, vocational, special, technical, or non-formal. The term "teacher" shall include industrial arts or vocational teachers and all other persons performing supervisory and /or administrative functions in all school at the aforesaid levels, whether on full time or part-time basis.

#### ARTICLE II THE TEACHER AND THE STATE

**Section 1.** The schools are the nurseries of the future citizens of the state; each teacher is a trustee of the cultural and educational heritage of the nation and is under obligation to transmit to learners such heritage as well as to elevate national morality, promote national pride, cultivate love of country, instill allegiance to the constitution and for all duly constituted authorities, and promote obedience to the laws of the state.

**Section 2.** Every teacher or school official shall actively help carry out the declared policies of the state, and shall take an oath to this effect.

**Section 3.** In the interest of the State and of the Filipino people as much as of his own, every teacher shall be physically, mentally and morally fit.

**Section 4.** Every teacher shall possess and actualize a full commitment and devotion to duty.

**Section 5.** A teacher shall not engage in the promotion of any political, religious, or other partisan interest, and shall not, directly or indirectly, solicit, require, collect, or receive any money or service or other valuable material from any person or entity for such purposes

**Section 6.** Every teacher shall vote and shall exercise all other constitutional rights and responsibility.

**Section 7.** A teacher shall not use his position or facial authority or influence to coerce any other person to follow any political course of action.

**Section 8.** Every teacher shall enjoy academic freedom and shall have privilege of expounding the product of his researches and investigations; provided that, if the results are inimical to the declared policies of the State, they shall be brought to the proper authorities for appropriate remedial action.

#### ARTICLE III THE TEACHER AND THE COMMUNITY

**Section 1.** A teacher is a facilitator of learning and of the development of the youth; he shall, therefore, render the best service by providing an environment conducive to such learning and growth.

**Section 2.** Every teacher shall provide leadership and initiative to actively participate in community movements for moral, social, educational, economic and civic betterment.

**Section 3.** Every teacher shall merit reasonable social recognition for which purpose he shall behave with honor and dignity at all times and refrain for such activities as gambling, smoking, drunkenness, and other excesses, much less illicit relations.

**Section 4.** Every teacher shall live for and with the community and shall, therefore, study and understand local customs and traditions in order to have sympathetic attitude, therefore, refrain from disparaging the community.

**Section 5.** Every teacher shall help the school keep the people in the community informed about the school's work and accomplishments as well as its needs and problems.

**Section 6.** Every teacher is intellectual leader in the community, especially in the barangay, and shall welcome the opportunity to provide such

leadership when needed, to extend counseling services, as appropriate, and to actively be involved in matters affecting the welfare of the people.

**Section 7.** Every teacher shall maintain harmonious and pleasant personal and official relations with other professionals, with government officials, and with the people, individually or collectively.

**Section 8.** A teacher possess freedom to attend church and worships as appropriate, but shall not use his positions and influence to proselyte others.

#### ARTICLE IV A TEACHER AND THE PROFESSION

**Section 1.** Every teacher shall actively insure that teaching is the noblest profession, and shall manifest genuine enthusiasm and pride in teaching as a noble calling.

**Section 2.** Every teacher shall uphold the highest possible standards of quality education, shall make the best preparations for the career of teaching, and shall be at his best at all times and in the practice of his profession.

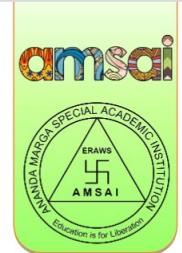
**Section 3.** Every teacher shall participate in the Continuing Professional Education (CPE) program of the Professional Regulation Commission, and shall pursue such other studies as will improve his efficiency, enhance the prestige of the profession, and strengthen his competence, virtues, and productivity in order to be nationally and internationally competitive.

**Section 4.** Every teacher shall help, if duly authorized, to seek support from the school, but shall not make improper misrepresentations through personal advertisements and other questionable means.

**Section 5.** Every teacher shall use the teaching profession in a manner that makes it dignified means for earning a decent living.

## APPENDIX II FACULTY AND ACADEMIC SUPPORT PERSONNEL DEVELOPMENT AND CONTINUING SUCCESS PROGRAM POLICIES, STANDARDS AND GUIDELINES

**ANANDA MARGA SPECIAL ACADEMIC INSTITUTION (AMSAI)-MAHARLIKA, INC.**  
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### FACULTY AND ACADEMIC SUPPORT PERSONNEL DEVELOPMENT AND CONTINUING SUCCESS PROGRAM

#### POLICIES, STANDARDS AND GUIDELINES

The Ananda Marga Special Academic Institution strongly supports the professional growth and development of its faculty members/Academic Support Personnel (ASP). In this regard, faculty members/ASP are expected to continuously develop professionally and personally through graduate studies and participation in conferences, seminars, workshops, and training programs.

#### I. Graduate Studies (Master's or Doctorate Degree) / Certificate Courses

##### General Policies and Standards

1. All faculty members/ASF are ENCOURAGED to obtain their graduate degrees.
2. The graduate/certificate courses enrolled in must be aligned to their fields of specialization, or any related programs duly endorsed by the Academic Affairs Planning and Development Committee, and approved by the Vice President for Academics, and President.
3. The graduate/certificate courses should not interfere with the academic responsibilities of the faculty members/ASF. However, in some exceptional cases, the faculty members/ASF could make the necessary arrangements with the department through their Department Chairs/Program Directors/Directors as to their schedules duly approved by the Dean/Director concerned. However, supporting documents should be presented to justify the reasons for the said arrangements.

#### Guidelines (Standard Operating Procedures)

##### New Applicants:

1. Submit a Letter of Intent addressed to the Members of the Faculty/ASF Development Committee through the Principal.  
Note: Only full-time faculty members/ASF who have rendered three (3) years of service are entitled to avail of this educational subsidy (SUBJECT TO AVAILABILITY OF FUNDS).
2. If approved, enroll in their desired graduate/post-graduate courses.
3. Prepare the Payment Requisition Slip (PRS), Faculty/ASF Application for Educational Benefit Form if the faculty member/ASF concerned intends to avail of the subsidy a photocopy of the Certificate of Registration, and Official Receipt for reimbursement. (Note: Those who have an on-going Graduate Studies, proceed to Item No. 3 under New Applicants section.)

## II. Participation in Professional Programs and Activities

### General Policies and Standards

1. The activities (conferences, seminars, workshops, and training programs conducted institutionally, regionally, nationally, or internationally) are directly related to the faculty members/ASFs' fields of specialization.
2. The Department and its students/staff would benefit from the activities to be attended.
3. The activities give every member of the college/department equal right and opportunity to participate and attend the said professional programs and activities.
4. The faculty members/ASF may attend a number of activities as the need of the college or department arises and that budget for that purpose is still available as determined by the Academic Affairs Planning and Development Committee, and duly approved by the Director. It covers the registration, accommodation, transportation, and other expenses. In terms of the transportation, a minimum of three (3) participants/attendees are required before a subsidized transportation is provided. In the event that the full time permanent faculty members/ASF have been invited as guest speakers in an international conference to be held outside the country, an additional budget (subject to the availability of funds) of \$150 (Asia) and \$300 (other countries in the world) shall be added as their contingency allowance.
5. These activities should not interfere with the faculty members/ASPs' academic responsibilities. However, in some exceptional cases, the faculty members/ASF could make the necessary arrangements prior to the said activities.
6. The faculty members/ASF shall pay for the amount equivalent to the budget allotted for them in the event that they have confirmed their participation but failed to attend.

### Guidelines (Standard Operating Procedures)

1. Submit the accomplished Faculty/ASF Development and Continuing Success Program Form (Form110) to the committee at least a month before the activities. Preferably, attach the Event Memorandum/Circular/ Program/Invitation. In case of a short notice of the activities, the faculty members/ASF may shoulder first all the expenses and reimbursement of such shall be secured as long as proper documentation and replenishment/liquidation are done.
2. Wait for the decision/recommendation after three (3) days (maximum) of the Departmental Faculty/ASF Development Committee.
3. If approved, prepare the Payment Requisition Slip (PRS) and Cash Advance Form (CAF) together with the Form 110, the Event Memorandum/ Circular/Program/Invitation, Registration Form/Fee, and other projected expenses.
4. Submit to the Finance Department duly endorsed by the Director the Liquidation Report and Photocopy of the Certificate of Attendance/Participation and Photocopy of the Hand-outs or photos related to the conference and other portfolios three (3) days after the activities.
5. Echo the seminar as scheduled and submit report of the outcomes of the training and seminar.

## III. Participation in the Mid-Year and Year-End Workshops and Other Team-Building Activities

### General Policies and Standards

1. All faculty members/ASF of the College/Department are strongly encouraged to participate in the Mid-Year and Year-End Workshops and Other Team Building or Departmental-related Activities scheduled during the semester/term/school year.
2. The full-time faculty members/ASF are fully aware that they are allotted a maximum of Php3,000.00 and Php1,500.00 for part-time faculty members every year (as per Finance Policies, Standards and Guidelines). Should there be cases when the expenses exceed from the budget allotted, the faculty members/ASF shall shoulder the said excess amount if they still want to join in the said activity.
3. The faculty members/ASF shall pay for the amount equivalent to the budget allotted for them in the event that they have confirmed their participation but failed to join.

### Guidelines (Standard Operating Procedures)

1. Confirm with the Department Chair/Program Director/Director the participation in the activity set for the semester/school year.
2. Wait for the details of the activity and acknowledge receipt of such information.
3. File an Official Business Form endorsed by the Department Chair/ Program Director concerned and approved by the Director.

CONCURRED:

(SGD) CARLES LIE G. GELOCA  
*Academic Coordinator*

(SGD) VICTORIA R. BANTILLO, PhD.  
*Principal (acting VPAA)*

(SGD) TARCIANA A. SALIG  
*VP-Formation*

Recommending Approval:

(SGD) PREMA DEVII B. RAMIREZ  
*Administrative Director*

### APPENDIX III

## IMPLEMENTING RULES AND REGULATIONS ON THE GRANTING OF RESEARCH INCENTIVES TO FACULTY MEMBERS AND ACADEMIC SUPPORT PERSONNEL IN RESEARCH ACTIVITIES

ANANDA MARGA SPECIAL ACADEMIC INSTITUTION (AMSAI)-MAHARLIKA, INC.  
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### IMPLEMENTING RULES AND REGULATIONS ON THE GRANTING OF RESEARCH INCENTIVES TO FACULTY MEMBERS AND ACADEMIC SUPPORT PERSONNEL INVOLVED IN RESEARCH ACTIVITIES

#### RATIONALE:

The Ananda Marga Special Academic Institution have always highlighted the significance of the conduct of research of every member of the Academic Community. In fact, it has been included in the list of duties and responsibilities of the members. Everyone is encouraged to engage in research for professional growth and to explore other areas of inquiries. These may include basic and applied research, published as articles, monographs, or books, seminar papers, feasibility studies, creative works, and other research outputs related to professional activities.

#### RESEARCH INCENTIVES:

##### 1. Guaranteed or Protected Time for Research

A research project or grant shall stipulate a "guaranteed or protected" time. As such, the Faculty Member/Academic Support Personnel may request the Principal for less teaching or work load to ensure fulfillment of the project.

The Faculty Members and ASP are hereby guaranteed fifty percent (50%) protected time for research activities, twenty (20) hours of reporting only instead of forty (40) hours per week. However, faculty members may opt to avail also of the nine (9) unit-overloading aside from the twenty (20) hours of reporting. In the case of a collaborative research, 50% of the total number of units of deloading/overloading shall be given to the Principal Researcher and the rest shall be divided equally among all other researcher/co-authors.

##### 2. Award for Scholarly Productivity

**2.1** Permanent faculty members / Academic Support Personnel whose papers have been published in an internationally recognized peer reviewed journal provided the name of the institution is clearly identified in the designation of the author in the journal article shall receive the following incentives:

- Principal/Sole author - 100% of monthly salary
- Co-author/s - 50% of monthly salary

**2.2** Professional and academic chair holders also qualify for the incentive if they publish a paper in an internationally accepted peer reviewed journal over and above that required by the chair they hold.

**2.3** The author should apply for the award and submit all supporting documents to the Dean/Director concerned and endorsed to the Vice President for Academics for final approval.

**2.4** One paper/entry qualifies for one award for the school year.

**2.5** Collaborative researches within AMSAI or with other agencies may also qualify. The members of the research team must decide among themselves who becomes the principal author as well as the concomitant distribution of the research incentive.

NOTE: Budget for this purpose shall be taken from the Research Fund of the Vice President for Academics and the units/departments concerned.

#### 3. Financial Incentive For Presentation

**3.1** Full-time permanent faculty members/ASP whose papers shall be presented in an international conference/convention shall receive one hundred dollars (\$100) for Asian countries and two hundred (\$200) dollars for other countries in the world as financial incentive with no liquidation (refer to the Policies, Standards and Guidelines on the Faculty/Academic Support Personal Development and Continuing Success Program). On the other hand, full-time permanent faculty members/ASP whose papers shall be presented in an international conference/convention which shall be held in the Philippines shall receive Php 3,000.00 as financial incentive with no liquidation.

**3.2** The author should apply for the incentive and submit all supporting documents to the Vice President for Academics duly endorsed by the Dean/Director.

**3.3** Only one (1) paper-one (1) oral presentation in an international conference abroad qualifies for (1) incentive every school year.

**3.4** Poster presentation is not covered by the aforesaid incentive.

#### 4. Points for Faculty Promotion

Credits and points for faculty promotion in step/rank are awarded to authors of published or unpublished completed research works.

#### CONCURRED:

(SGD) CARLES LIE G. GELOCA (SGD) VICTORIA R. BANTILLO, PhD. (SGD) TARCIANA A. SALIG  
Academic Coordinator Principal (acting VPAA) VP-Formation

#### RECOMMENDING APPROVAL:

(SGD) PREMA DEVII B. RAMIREZ  
Administrative Director

**APPENDIX IV**  
**OVPA FORM 102**  
**INDIVIDUAL FACULTY/ACADEMIC SERVICE FACULTY SCHEDULE**

ANANDA MARGA SPECIAL ACADEMIC INSTITUTION (AMSAI)-MAHARLIKA, INC.

**OVPA FORM 102**  
**INDIVIDUAL FACULTY/ACADEMIC SERVICE FACULTY SCHEDULE**

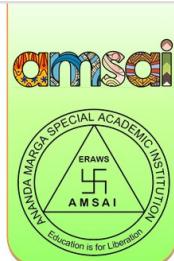
\_\_\_\_ Semester/Term, School Year \_\_\_\_\_

Name of F/ASF \_\_\_\_\_

SURNAME

FIRST NAME

M.I.



\_\_\_\_ Permanent \_\_\_\_ Probationary \_\_\_\_ Fixed \_\_\_\_ Part Time

Take note of the following in accomplishing this form:

1. (For F) Write the **COURSE** in each box slated for Teaching Hours.
2. (For ASF) Write **SD** in each box slated for Service to the Department.
3. Write **CH** (Consultation Hour), **SC** (Service to Committee/s), **AW** (Administrative Work), **RW** (Research Work), and **CS** (Community Service) and the room/office in each box slated for the aforementioned services.
4. Shade fully the boxes which are not used for the Service to the Department/consultation/ service to committee/s administrative work/research/community service.

TIME	MON	TUE	WED	THU	FRI	SAT
0700-0730						
0730-0800						
0800-0830						
0830-0900						
0900-0930						
0930-1000						
1000-1030						
1030-1100						
1100-1130						
1130-1200						
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0330-0400						
0400-0430						
0430-0500						
0500-0530						
0530-0600						
0600-0630						
0630-0700						

TEACHING LOAD	UNITS
No. of Hrs. for Service to the Dept./Week	_____
No. of Teaching Hours/Week	_____
No. of Hrs. for Consultation./Week	_____
No. of Hrs. for Service to Committee/s /Week	_____
No. of Hrs. for Administrative Work/Week	_____
No. of Hrs. for Research Work/Week	_____
No. of Hrs. for Community Service/Week	_____
(Specific Involvement)	_____
Total No. of Hours/Week	_____

CONFORME:

Signature over printed name of F/ASF

ENDORSED/RECOMMENDED: APPROVED:

Dean/Director Vice Chancellor for Academics

Note: Please accomplish in three (3) copies: F/ASF, Principal, File

**APPENDIX V**  
**DIRECT TEACHING-ACADEMIC-RELATED SERVICE RENDERED BY FACULTY MEMBERS**

ANANDA MARGA SPECIAL ACADEMIC INSTITUTION (AMSAI)-MAHARLIKA, INC.

**OVPA FORM 120**  
**DIRECT TEACHING-ACADEMIC-RELATED SERVICE RENDERED BY FACULTY MEMBERS**

Date:  
For:The Finance and Controllership Department  
Through: Payroll Office

From:

Signature of Instructor/Professor/ASP over Printed Name

 Full-time  Full-time Fixed  Part time Permanent  Probationary

(1) (2) (3)

Department: \_\_\_\_\_ College: \_\_\_\_\_

Rank: \_\_\_\_\_ Rate/Hour: \_\_\_\_\_

**Subject: Direct Teaching/Academic-Related Service Rendered by Faculty Members/ASP**

This is to inform the Finance and Controllership Department through the Payroll Office that I have rendered the following:

 Lecture  Laboratory Sessions Clinical Teaching  Academic Rotations Proctoring  Substitution Attendance in the Planning Workshop of the College/Department Others, please specify: \_\_\_\_\_

Title of Lecture/Nature of Clinical Teaching/Academic Rotations/Topic of the Laboratory Sessions/Nature of the Planning Workshop of the College/Department/Subject Proctored: \_\_\_\_\_

Period Covered: Month: \_\_\_\_\_ Date: \_\_\_\_\_ Year: \_\_\_\_\_

Total Number of Hours Rendered: \_\_\_\_\_

Service Rendered to (Class/Section/Group): \_\_\_\_\_

Thank you very much.

VERIFIED/RECOMMENDED:

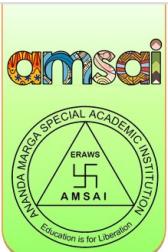
ENDORSED:

Department Chair/Program Director/Director

Dean

NOTE: This form must be submitted to the Finance and Controllership Department immediately in time for the payday schedule so as to avoid delay in the release of salary.

cc: College/Department Concerned, File

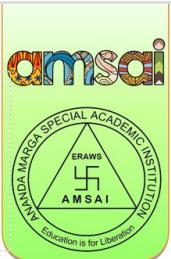


## APPENDIX VI

### POLICIES, STANDARDS AND GUIDELINES IN THE CONDUCT OF FACULTY / ACADEMIC SERVICE FACULTY PERFORMANCE EVALUATION

**ANANDA MARGA SPECIAL ACADEMIC INSTITUTION (AMSAI)-MAHARLIKA, INC.**  
KM. 11 Cabantian, Buhangin, Davao City  
SEC Registration No. D200100987  
Tel (082) 224-6268 Mob (+63) 9666820537  
webmaster.amsaimindanao@gmail.com  
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#### POLICIES, STANDARDS AND GUIDELINES IN THE CONDUCT OF FACULTY / ACADEMIC SERVICE FACULTY PERFORMANCE EVALUATION



#### I. Policy Statement

The Academics of Ananda Marga Special Academic Institution supports employee performance evaluation and requires a formal evaluation of all including the faculty and academic support personnel.

All probationary full-time, fixed term and part-time Academic Service Faculty shall be evaluated twice in a school year, while all permanent Academic Service Faculty shall only be evaluated once in a school year, both on a schedule determined by the Deans/Directors.

#### II. Rationale

This policy provides for the annual evaluation as part of the academic operations in the Institute. It is consistent with AMSAI's thrust of developing and nurturing excellent F/ASF. Through the regular conduct of evaluation, where individual performance is compared to standards established by their respective departments, opportunity is provided for acknowledging and recognizing exemplary work, identifying areas for improvement and redirecting aptitudes to increase motivation and enhance quality of performance.

#### III. Scope of Evaluation

##### A. Evaluation Tools

F/ASF's evaluation are based on expected outcomes or behaviors, set by the academic, which relate to their respective areas of assignment (classroom and departmental) and other responsibilities/commitment towards students, peers, heads and the institution. The set standards of performance are reflected into each and every tool developed, tested and approved, for the purpose of evaluation performance.

All departments adopt the same outcomes-based evaluation tool to appraise F/ASF work performance. For students' or patron's evaluation, however, F/ASF utilizes a tool that is specific to their department or discipline.

##### B. Types of Evaluation

All faculty/ASF are required to be appraised using the 360-degree method of evaluation where feedback are derived from multiple raters or evaluators. A 360-degree method allows for a more objective and broader view of employee performance.

For the purpose of this type of evaluation, the administrators, students, peers and the faculty/ASF themselves are assigned as the evaluators.

###### 1. Administrators' Evaluation

This is an evaluation done by the Principal/Director/Program Director/Academic Chair to determine the teaching competence and work efficiency of the faculty members/ASF under them (please see approved tools for evaluation).

###### 2. Students' Evaluation

This is an evaluation done by the students/patrons to determine the competence and effi-

ciency of the faculty members/ASF in their teaching/work (please see approved tool for evaluation).

###### 3. Self-Evaluation

This is an evaluation done by faculty members/ASF to themselves to personally assess their competence and efficiency in the conduct of their teaching/work, personal and professional relationships with their students, peers and immediate heads (please see approved tool for evaluation).

###### 4. Peer Evaluation

This is an evaluation done by one faculty member/ASF to another faculty member/ASF within his/her college/department/unit/ cluster to determine the competence and efficiency of her/her colleague (please see approved tool for evaluation).

#### IV. Procedures

1. The Academic Quality Management announces the commencement of the conduct of evaluation through Channels.
2. The different units/department heads submit the list of faculty/ASF to be evaluated. For students' evaluation of faculty/ASF, the faculty list together with the specific schedule and rooms where the evaluation shall be held must be submitted a week before the actual conduct of evaluation.
3. Copies of the evaluation tools are circulated to the entire Academic Community through the Faculty/ASF Manual.
4. All probationary full-time, fixed term and part-time faculty members/ASF are evaluated twice in a school year; one (1) during the first semester/ term and another one during the second semester/term schedule of which is determined by the Director and communicated with the Academic Quality Management. However, all permanent faculty/ASF are only evaluated once in a school year depending on the schedule given by the Director. Faculty members/ASF are evaluated through following scheme:

##### 4.1 Administrators' Evaluation (Director/Program Director/ Academic Chair/Coordinator)

-all faculty members/ASF have to be evaluated by their immediate heads both in their teaching/ work and personal and professional relationships and responsibilities. In the event that the Director is not able/unavailable to evaluate teaching responsibilities of the faculty, the Academic Chairs in charge of the subjects/area that the faculty teach or levels where they teach, shall assume the responsibility of doing such.

##### 4.2 Students' Evaluation

-all faculty members/ASF shall be evaluated by their students/ patrons both in lecture/ laboratory/following the frequency set for all full-time probationary, fixed term, part-time, and permanent faculty members/ASF. Rule of the Thumb shall be fifty percent (50%) plus 1 of the total number of classes handles shall be used for evaluation for the faculty members. For the ASF, it shall be upon the full discretion of the Director.

##### 4.3 Peer Evaluation

-all faculty members/ASF shall be evaluated by their own peer within the college/department or cluster or unit. For every faculty/ASF, three (3) of his/her colleagues from the same college or department or cluster or unit shall give evaluation. The list of faculty/ASF-evaluators shall be determined by the Dean/Director.

##### 4.4 Self-evaluation

-for purposes of fair play and equal rights, all faculty members/ ASF shall conduct self-evaluation. The result becomes part and parcel of the over-all performance of the faculty members/ASF as determined by the percentage allotted for this evaluation.

Note: Administrators with teaching load, either in classroom, laboratories/clinical areas or both, have to be evaluated by students, peer and another administrator in the performance of their responsibilities as faculty/clinical instructor. The Academic Chair who is in charge of the subject/ level where the administrator teaches shall be the administrator tasked to do the evaluation.

This is to ensure that standards are met in the conduct of the teaching-learning process.

5. Evaluation tools for each individual faculty/ASF must be placed in a sealed envelope to maintain the integrity and confidentiality of the data. It shall be then forwarded to the Academic Quality Management through the Evaluators on or before the set deadline (usually a week after the evaluation was conducted). Scores then shall be tallied and computed and over-all mean scores used.  
Note: Submission of evaluation tools on the set/agreed upon deadline must be complied with to facilitate collation, computation and interpretation of statistical data for the fast conveyance of performance feedback to faculty/ASP. In the event that such is not possible, a written letter citing reasons for non-compliance with the deadline must be submitted by the concerned Dean/ Director/Program Director to the Vice Chancellor for Academics.
6. Based on the distribution of percentage, the results of the evaluation shall be tallied, computed and interpreted accordingly by the Evaluators and counterchecked by the AQM Chair assigned with evaluation. All faculty members/ASF shall be informed of the results of the evaluation through a hard copy given after the release of the semestral/term grades. The results shall be personally handed in by the Evaluators to the colleges/departments concerned.  
Note: A faculty/ASF who lacks any of the aforementioned types of evaluation (except for self-evaluation) will still receive a performance rating to ensure that the 360-degree evaluation is complied with. The faculty/ASF will automatically be given the highest performance rating on the aspects he/she was failed to be evaluated, provided that the failure to complete the evaluation is through no fault of his/her own.
7. The Dean/Director/Program Director/Academic Chair are expected to hold post-conference after the result of the evaluation has been distributed to the faculty/ASF.
8. In case a faculty member/ASF needs to clarify matters pertaining to the results of his/her evaluation, he/she may inquire from his/her Dan/ Director/Program Director/Academic Chair who shall then coordinate with the Academic Quality Management should there be corrections/ changes to be made.
9. The results of the evaluation are automatically included in the 201 File or records of the faculty members/ASF concerned.
10. The results become official document of the Academics once published and received by the faculty members/ASF concerned.

CONCURRED:

(SGD) CARLES LIE G. GELOCA  
*Academic Coordinator*

(SGD) VICTORIA R. BANTILLO, PhD.  
*Principal (acting VPAA)*

(SGD) TARCIANA A. SALIG  
*VP-Formation*

Recommending Approval:

(SGD) PREMA DEVII B. RAMIREZ  
*Administrative Director*

**APPENDIX VII**  
**THE PHILIPPINE HEALTH INSURANCE CORPORATION**

**MANDATE**

The National Health Insurance Program was established to provide health insurance coverage and ensure affordable, acceptable, available and accessible health care services for all citizens of the Philippines. It shall serve as the means for the healthy to help pay for the care of the sick and for those who can afford medical care to subsidize those who cannot. It shall initially consist of Programs I and II or Medicare and be expanded progressively to constitute one universal health insurance program for the entire population. The program shall include a sustainable system of funds constitution, collection, management and disbursement for financing the availment of a basic minimum package and other supplementary packages of health insurance benefits by a progressively expanding proportion of the population. The program shall be limited to paying for the utilization of health services by covered beneficiaries. It shall be prohibited from providing health care directly, from buying and dispensing drugs and pharmaceuticals, from employing physicians and other professionals for the purpose of directly rendering care, and from owning or investing in health care facilities. (Article III, Section 5 of RA 7875 as amended)

**MEMBERS:**

**A. MEMBERS IN THE FORMAL ECONOMY**

This member category includes those with formal contracts and fixed terms of employment including workers in the government and private sector, whose premium contribution payments are equally shared by the employee and the employer.

**Who are the Formal Economy members?**

- a. **Government Employee**  
An employee of the government, who renders services in any of the government branches, military or police force, political subdivisions, agencies or instrumentalities, including government-owned and-controlled corporations, financial institutions with original charter, Constitutional Commissions, and is occupying either an elective or appointive position, regardless of status of appointment.
- b. **Private Employee**
  - i. Corporations, partnerships, or single proprietorships, NGOs, cooperatives, non-profit organizations, social, civic, or professional or charitable institutions, organized and based in the Philippines including those foreign owned;
  - ii. Foreign governments or international organizations with quasi-state status based in the Philippines which entered into an agreement with the Corporation to cover their Filipino employees in PhilHealth;
  - iii. Foreign business organizations based abroad with agreement with the Corporation to cover their Filipino employees in PhilHealth.
- c. All other workers rendering services, whether in government or private offices, such as

- project-based contractors, and the like
- d. Owners of Micro Enterprises
- e. Owners of Small, Medium and Large Enterprises
- f. Household Help (as defined in Republic Act 10361 or "Kasambahay Law")
- g. Family Drivers

**Who are qualified as dependents?**

The following also enjoy PhilHealth coverage without additional premiums

- Legitimate spouse who is not a member;
- Child or children - legitimate, legitimated, acknowledged and illegitimate (as appearing in birth certificate) adopted or stepchild or stepchildren below 21 years of age, unmarried and unemployed.
- Children who are twenty-one (21) years old or above but suffering from congenital disability, either physical or mental, or any disability acquired that renders them totally dependent on the member for support, as determined by the Corporation;
- Foster child as defined in Republic Act 10165 otherwise known as the Foster Care Act of 2012;
- Parents who are sixty (60) years old or above, not otherwise an enrolled member, whose monthly income is below an amount to be determined by PhilHealth in accordance with the guiding principles set forth in the NHI Act of 2013; and,
- Parents with permanent disability regardless of age as determined by PhilHealth, that renders them totally dependent on the member for subsistence.

Qualified dependents shall be entitled to a separate coverage of up to 45 days per calendar year. However, the 45 days allowance shall be shared among them.

**Important:**

Qualified dependents must be declared by the principal member. Their names must be listed under the principal member's Member Data Record (MDR) to ensure hassle-free benefits availment

**B. MEMBERS IN THE INFORMAL ECONOMY**

Those who work for him/herself and are therefore both the employer and employee are qualified under this program

**Who are the Members in the Informal Economy?**

- a. Migrant Workers
  - documented or undocumented Filipinos who are engaged in a remunerated activity in another country of which they are not citizens
- b. Informal Sector

- includes among others, street hawkers, market vendors, pedicab and tricycle drivers, small construction workers, and home-based industries and services.

- c. Self-Earning Individuals
  - individuals who render services or sell goods as a means of livelihood outside of an employer-employee relationship or as a career. These include professional practitioners including but not limited to doctors, lawyers, engineers, artists, architects and the like, businessmen, entrepreneurs, actors, actresses and other performers, news correspondents, professional athletes, coaches, trainers, and such other individuals.
- d. Filipinos With Dual Citizenship
  - Filipinos who are also citizens of other countries.
- e. Naturalized Filipino Citizens
  - those who have become Filipino citizens through naturalization as governed by Commonwealth Act No. 473 or the Revised Naturalization Law.
- f. Citizens of other countries working and/or residing in the Philippines
  - foreign citizens with valid working permits and/or Alien Certificate of Registrations (ACRs), working and/or residing in the Philippines

**C. OVERSEAS FILIPINOS**

All Overseas Filipinos, documented or undocumented like seafarers on board international vessels, sea-based workers like rig workers, fishermen and land-based migrant workers are covered under the National Health Insurance Program. Likewise, Filipinos with dual citizenship, priests and nuns under religious missions, students with valid student visas, and other Filipinos living abroad are also covered.

- a. Sea-based Filipino workers or seafarers - any person who is employed or engaged in any capacity on board a seagoing ship navigating foreign seas other than a government ship used for military or non-commercial purposes. The definition shall include fishermen, cruise ship personnel and those serving foreign maritime mobile offshore and drilling units.(same definition of seafarer per '38 Rule II Part I of POEA Rules and Regulations Governing Recruitment and Employment of Seafarers'; (ss) Section 1, Rule II of Omnibus Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995, as amended by Republic Act No. 10022)
- b. Land-based overseas Filipino workers - an Overseas Filipino Worker who is other than a sea-based OFW
- c. Filipinos with Dual Citizenship - Filipinos who are also citizens of other countries.

**D. LIFETIME MEMBERS**

This category is for members who have reached the age of retirement under the law and have paid at least 120 monthly premium contributions.

#### Who are the Lifetime Members?

- a. Individuals aged 60 years and above and have paid at least 120 monthly contributions with PhilHealth and the former Medicare Programs of SSS and GSIS;
- b. Uniformed personnel aged 56 years and above and have paid at least 120 monthly contributions with PhilHealth and the former Medicare Programs of SSS and GSIS;
- c. SSS underground miner-retirees aged 55 years above and have paid at least 120m monthly contributions with PhilHealth and the former Medicare Programs of SSS and GSIS;
- d. SSS and GSIS pensioners prior to March 4, 1995

#### E. SENIOR CITIZENS

This category is for those who are 60 years old and above and are not currently covered by any of the existing membership categories of PhilHealth.

##### Who are Qualified?

- Filipino citizens who are residents of the Philippines, aged sixty (60) years or above and are not currently covered by any membership category of PhilHealth;
- Qualified dependents of senior citizen members who are also senior citizen themselves; and
- Qualified dependents of members belonging to other membership categories, with or without coverage who are senior citizens themselves.

Senior Citizens who are gainfully employed or who remain to have regular sources of income shall continue to pay their premium contributions to PhilHealth under the applicable membership categories.

#### F. SPONSORED MEMBERS

This category includes members whose contributions are being paid for by another individual, government agencies, or private entities.

##### Who else are included in this category?

- Members of the informal economy from the lower income segment who do not qualify for full subsidy under the means test rule of the DSWD, whose premium contribution shall be subsidized by the LGUs or shall be through cost-sharing mechanisms between/among LGUs, and/or legislative sponsors, and/or other sponsors and/or the member, including the National Government;
- Orphans, abandoned (children who have no known family willing and capable to take care of them and are under the care of the DSWD, orphanages, churches and other institutions) and abused minors, out-of-school youths, street children, persons with disability (PWD), senior citizens and battered women under the care of the DSWD, or any of its accredited institutions run by NGOs or any non-profit private organizations, whose premium contributions shall be paid for by the DSWD;
- Barangay health workers, nutrition scholars, barangay tanods,

and other barangay workers and volunteers, whose premium contributions shall be fully borne by the LGUs concerned; and

- Un-enrolled women who are about to give birth, whose premium contributions shall be fully borne by the National Government and/or LGUs and/or legislative sponsors or the DSWD if such woman is an indigent as determined by it through the means test.

#### G. INDIGENT MEMBERS

To this category belong persons who have no visible means of income, or whose income is insufficient for family subsistence, as identified by the Department of Social Welfare and Development (DSWD), based on specific criteria.

##### Who Are Qualified

To this category belong persons who have no visible means of income, or whose income is insufficient for family subsistence, as identified by the Department of Social Welfare and Development (DSWD), based on specific criteria. All indigents identified by the DSWD under the National Household Targeting System (NHTS) for Poverty Reduction and other such acceptable methods, shall automatically be enrolled and covered under the Program. The female spouse of the families identified by DSWD may be designated as the primary member of the Program.

#### PHILHEALTH CONTRIBUTION TABLE

##### 1. For Employed Members

Effective starting January 2018, the monthly premium contributions shall be at the rate of 2.75% computed straight based on the monthly basic salary, with a salary floor of P10,000 and a ceiling of P40,000, to be equally shared by the employees and employer.

With the removal of the salary brackets, computation shall be based on the

Philhealth Premium Contribution Table [2018]			
Monthly Basic Salary x 2.75%	Monthly Premium	Personal Share	Employer Share
P10,000 and below	P275.00	P137.50	P137.50
P10,000.01 - P39,999.99	P275.02 - P1,099.99	P137.51 - P549.99	P137.51 - P549.99
P40,000 and above	P1,100	P550	P550

In compliance with the RA 10361, the premium contributions of household helpers should be shouldered by the employer. If the helper earns more than P5,000 monthly, he or she shall pay for his or her own contribution.

##### 2. For OFWs

The same premium contributions of P2,400/year applies to OFW or those under the Overseas Workers Program applicable to land-based OFWs.

3. For Self-Employed Individually paying members

All members under this category can pay quarterly, semi-annually or annually.

- < P25,000 monthly income - P 2,400/year of contributions
- > P25,000 monthly income - P 3,600/year of contributions

4. For Sponsored Program Members

Sponsored members whose premium contributions are fully or partially subsidized by their sponsors—such as LGUs, Private Entities, Legislators, and National Government Agencies—fall under this category.

Annual premium for members under this category are entitled to contribute Php 2,400 annually.

### WHAT ARE THE BENEFITS TO PHILHEALTH?

To maximize your PhilHealth membership, it is important for you to know the benefits that you are entitled to, as well as the requirements you need to procure to allow you and your beneficiaries to fully enjoy your entitlements.

First thing to know are these basic items:

- You as a member and your qualified dependents are entitled to benefits for medical expenses for every sickness or operation.
- Both, you as a member and your legal dependents, can get equal benefits.
- Every year, there is an allocated 45 days hospitalization allowance for the member and 45 days to be divided to all qualified dependents. Hospitalization days in excess of 45 days will not be covered by PhilHealth.

Secondly, these benefits can be used by you as a member and your qualified dependents, provided that:

- You, as a member, have updated contributions (except Lifetime and Senior Citizen Members) or valid PhilHealth coverage (for Sponsored, Indigent, and OFWs).
- That the hospital or clinic that you went to is PhilHealth-accredited.
- And that the allocated 45 days in a year has not yet been consumed (except for other PhilHealth benefits such as hemodialysis)

### 1. INPATIENT BENEFITS

- These benefits are paid to the accredited Health Care Institution (HCI) through All Case Rates
- The case rate amount shall be deducted by the HCI from the member's total bill, which shall include professional fees of attending physicians, prior to discharge
- The case rate amount is inclusive of hospital charges and professional fees of attending physician
- Availment condition: Member must have six (6) months contributions preceding the three months qualifying contributions within the 12-month period prior to the first day of confinement
- Only admissible cases shall be reimbursed

### 2. OUT-PATIENT BENEFITS

- a. Day Surgeries (Ambulatory Or Outpatient Surgeries) Are Services That Include Elective (Non-Emergency) Surgical Procedures Ranging From Minor To Major Operations, Where Patients Are Safely Sent Home Within The Same Day For Post-Operative Care

- Payments for these procedures are made to the accredited facility through All Case Rates
- The case rate amount shall be deducted by the HCI from the member's total bill, which shall include professional fees of attending physicians, prior to discharge
- The case rate amount is inclusive of hospital charges and professional fees of attending physician
- Availment condition: Member must have six (6) months contributions preceding the three months qualifying contributions within the 12-month period prior to the first day of confinement

### b. RADIOTHERAPY

- The case rate for radiotherapy using cobalt is P2,000 per session and P3,000 per session for linear accelerator
- Includes radiation treatment delivery using cobalt and linear accelerator
- Claims for multiple sessions may be filed using one (1) claim form for both inpatient and outpatient radiation therapy
- May be availed of even as second case rate (full case rate amount)
- 45 days benefit limit: One session is equivalent to one day deduction from the 45 allowable days per year
- If procedure is done during confinement, only the total number of confinement days shall be deducted
- Exempted from Single Period of Confinement (SPC) rule (admissions and re-admissions due to same illness or procedure within 90-calendar day period)
- Availment condition: Member must have six (6) months contributions preceding the three months qualifying contributions within the 12-month period prior to the first day of confinement

### c. HEMODIALYSIS

- The Case Rate for hemodialysis is P2,600 per session
- Covers both inpatient and outpatient procedures including emergency dialysis procedures for acute renal failure
- Claims for multiple sessions may be filed using one (1) claim form for both inpatient and outpatient hemodialysis
- May be availed of even as second case rate (full case rate amount)
- 90 days benefit limit: One session is equivalent to one day deduction from the 90 allowable days per year
- If procedure is done during confinement, only the total number of confinement days shall be deducted
- The procedure is exempted from Single Period of Confinement rule (admissions and re-admissions due to same illness or procedure within 90-calendar day period)

- Availment condition: Member must have six (6) months contributions preceding the three months qualifying contributions within the 12-month period prior to the first day of confinement

**d. OUTPATIENT BLOOD TRANSFUSION**

- The case rate for outpatient blood transfusion is P3,640 (one or more units)
- Includes Drugs & Medicine, X-ray, Lab & Others, Operating Room
- Covers outpatient blood transfusion only
- One day of transfusion of any blood or blood product, regardless of the number of bags, is equivalent to one session
- May be availed of as second case rate (full case rate amount)
- 45 days benefit limit: One session for each procedure is equivalent to one day deduction from the 45 allowable days per year
- Exempted from the SPC rule

**e. PRIMARY CARE BENEFIT (PCB)**

Coverage

- Indigent
- Sponsored Members
- Overseas Workers Program (Land-based)
- Organized Groups/iGroups

Disease Conditions:

- Asthma
- Acute Gastroenteritis (AGE) with no or mild dehydration
- Upper Respiratory Tract Infection (URTI)
- Pneumonia (minimal and low risk)
- Urinary Tract Infection (UTI)

Benefit Inclusions:

- Preventive Services
- Diagnostic Examinations (as recommended by the doctor)
- Drugs and Medicines

**f. EXPANDED PRIMARY CARE BENEFIT (EPCB)**

Coverage

- Formal Economy (Employed)
- Lifetime Members
- Senior Citizen

Disease Conditions:

- Asthma
- Acute Gastroenteritis (AGE) with no or mild dehydration

- Upper Respiratory Tract Infection (URTI)
- Pneumonia (minimal and low risk)
- Urinary Tract Infection (UTI)
- Hypertension
- Diabetes Mellitus Type II

Benefit Inclusions:

- Health screening and assessment/consultation
- Essential Services (based on the life stage as indicated in the AO 2017-0012: Guidelines on the Adoption of Baseline Primary Health Care Guarantees for All Filipinos)
- Drugs and Medicines

**g. Z-BENEFITS**

BENEFIT PACKAGE	AMOUNT OF BENEFIT
Acute Lymphocytic / Lymphoblastic Leukemia (standard risk)	P500,000
Breast Cancer (stage 0 to IIIA)	P100,000
Prostate Cancer (low to intermediate risk)	P100,000
End-stage renal disease eligible for requiring kidney transplantation (low risk)	P600,000
Coronary Artery Bypass Graft Surgery(standard risk)	P550,000
Surgery for Tetralogy of Fallot in Children	P320,000
Surgery for Ventricular Septal Defect in Children	P250,000
Cervical Cancer:	
- Chemoradiation with Cobalt and Brachytherapy (low dose) or Primary surgery for Stage IA1, IA2 - IIA1	P120,000
- Chemoradiation with Linear Accelerator and Brachytherapy (high dose)	P175,000
<b>Z- MORPH (Mobility, Orthosis, Rehabilitation, Prosthesis Help)</b>	
- first right and/or left below the knee	P15,000
- both limbs	P30,000
<b>Expanded Z-MORPH</b>	
Selected Orthopedic Implants	
<b>1. Implants for Hip Arthroplasty</b>	
- Implants Hip Prosthesis, cemented*	P103,400
- Total Hip Prosthesis, cementless**	P169,400
- Partial Hip Prosthesis, bipolar	P73,180
* cemented: 66 years old and above	
** cementless: 65 years and 364 days old and below	

<b>2. Implants for Hip Fixation</b>	
- Multiple screw fixation (MSF)*** 6.5mm cannulated cancellous screws with washer	P61,500
***59 years and 364 days old and below (both displaced and undisplaced fracture); 60 years old and above (undisplaced fracture)	
<b>3. Implants for Pectrochanteric Fracture</b>	
- Compression Hip Screw Set (CHS)	P69,000
- Proximal Femoral Locked Plate (PFLP)	P71,000
<b>4. Implants for Femoral Shaft Fracture</b>	
- Intramedullary Nail with Interlocking Screws	P48,740
- Locked Compression Plate (LCP) - Broad / Metaphyseal / Distal Femoral LC	P50,740
<b>“PD First” - for End-Stage Renal Disease Requiring Peritoneal Dialysis</b>	P270,000 /yr
<b>Colon and Rectum Cancer</b>	
Colon Cancer	
- Stage I-II (low risk)	P150,000
- Stage II (high risk) - III	P300,000
Rectum Cancer	
- Stage I (clinical and pathologic)	P150,000
Pre-operative clinical stage I but with post-operative pathologic stage II-III	
- using linear accelerator as mode of radiotherapy)	P400,000
- using cobalt as mode of radiotherapy	P320,000
Clinical Stage II-III	
- using linear accelerator as mode of radiotherapy)	P400,000
- using cobalt as mode of radiotherapy	P320,000
<b>PREMATURE and SMALL NEWBORN</b>	
Prevention of Preterm Delivery	
1. Prevention of preterm delivery with severe pre-eclampsia/eclampsia	P3,000.00
2. Prevention of preterm delivery, with preterm pre-labor rupture of membrane (pPROM)	P1,500.00
3. Prevention of preterm delivery without pre-eclampsia/eclampsia or rupture of membranes but with labor or vaginal bleeding or multifetal pregnancy	P 600.00
4. With coordinated referral and transfer from a lower level of facility	P4,000.00
Preterm and Small Newborns (24 to < 32 weeks)	
1. Essential interventions for 24 to < 32 weeks	P 35,000.00
2. Essential intervention with minor ventilator support and Kangaroo Care for 24 weeks to < 32 weeks	P85,000.00

3. Essential interventions with major ventilatory support and Kangaroo Care for 24 weeks to < 32 weeks	P135,000.00
<b>Preterm and Small Newborns (32 to &lt; 37 weeks)</b>	
1. Essential interventions for 32 weeks to < 37 weeks	P24,000.00
2. Essential interventions with mechanical ventilation and Kangaroo Care for 32 weeks to < 37 weeks	P71,000.00
<b>Children with Developmental Disabilities</b>	
- Assessment and discharge assessment	P3,626.00 to P5,276.00
- Rehabilitation Therapy Sessions	P5,000.00 per set*
*Eligible children with developmental disability can only avail of a maximum of nine sets of therapies. Each set of therapies has a maximum of 10 sessions	
<b>Children with Mobility Impairment</b>	
- Requiring assistive devices	P13,110.00 to P163,540.00
- Requiring seating device, basic and intermediate wheelchair Yearly services and replacement of devices ranges from P1,590.00 - P13,690.00	P12,730.00 to P29,450.00
<b>Children With Visual Disabilities</b>	
Package code and rates for initial assessment and intervention	
- Initial assessment and intervention (i.e. rehabilitation and training) for Category 1 Visual impairment	P25,920.00
- Initial assessment and intervention (i.e. electronic assistive device, rehabilitation and training) for Categories 2, 3, and 4 Visual impairment	P31,920.00
- Initial assessment and intervention (i.e. electronic assistive device, rehabilitation and training) for Category 5 Visual impairment	P9,070.00
- Optical Aid 1: Low Power Distance, Categories 1, 2, 3 and 4 visual impairment eyeglasses + low power optical device	P7,350.00
- Optical Aid 2: High power Distance, Categories 1, 2, 3 and 4 visual impairment progressive eyeglasses + high optical device	P13,820.00
- Optical Aid 3: Colored Filter, Categories 1, 2, 3 and 4 visual impairment	P2,940.00
- White cane, Category 5 visual impairment	P1,000.00
Description for add-on* devices	
*These add-on assistive devices are availed of on top of the benefits for initial assessment and intervention for the Z Benefits for visual disabilities.	

<b>Description for yearly diagnostics, after the first year of enrolment</b>	
- Yearly Diagnostics for Categories 1, 2, 3 and 4	P 3,220.00
- Yearly follow up consultation for Category 5	P 780.00
<b>Description for other benefits</b>	
- Electronic Aid Replacement done every 5 years	P 6,000.00
- Ocular Prosthesis, per eye	P 20,250.00
** Ocular prosthesis may be availed of exclusively or with any of the benefits for visual disabilities if the child fulfills the inclusion criteria stated in Item VII.I. c of PhilHealth Circular 2018-0010	
<b>Children With Hearing Impairment</b>	
Description for assessment and hearing aid provision of children 0 to less than 3 years old at the time of approval of pre-authorization	
- Assessment and hearing aid provision, with moderate hearing loss	P53,460.00
- Assessment: Otoacoustic Emission Screening and Auditory Brainstem Response (ABR)	
- Habilitation: Hearing Aid fitting, hearing aid device, batteries good for 5 years, ear mold, hearing aid verification	
- Ear mold refitting every six months for five years	P67,100.00
- Assessment and hearing aid provision, with severe to profound hearing loss	
- Assessment: Otoacoustic Emission Screening and Auditory Brainstem Response (ABR)	
- Habilitation: Hearing Aid fitting, hearing aid device, batteries good for 5 years, ear mold, hearing aid verification	
Description for assessment and habilitation of children 3 to less than 6 years old at the time of pre-authorization	
- Assessment and hearing aid provision, with moderate hearing loss	P45,400.00
- Assessment: Age Appropriate Behavioral Audiometry	
- Habilitation: Hearing Aid fitting, hearing aid device, batteries good for 5 years, ear mold, hearing aid verification	
- Ear mold refitting once a year for five years	
- Assessment and hearing aid provision, with severe to profound hearing loss	P54,100.00
- Assessment: Age Appropriate Behavioral Audiometry	

- Habilitation: Hearing Aid fitting, hearing aid device, batteries good for 5 years, ear mold, hearing aid verification	
- Ear mold refitting once a year for five years	
<b>Description for assessment and habilitation of children 6 to less than 18 years old at the time of approval of pre-authorization</b>	
- Assessment and habilitation, with moderate hearing loss	P43,880.00
- Assessment: Diagnostic Pure Tone Audiometry	
- Habilitation: Hearing Aid fitting, hearing aid device, batteries good for 5 years, ear mold, hearing aid verification	
- Ear mold refitting once a year for three years	
<b>Description for speech therapy assessment and sessions</b>	
- Speech therapy assessment and sessions for moderate hearing loss	P22,100.00
- Include speech evaluation, speech therapy sessions and counseling	
- Speech therapy assessment and sessions for severe to profound hearing loss	63,420.00
- Include speech evaluation, speech therapy sessions and counselling	
<b>Description for hearing aid replacement (The rates mentioned cover the hearing aid, its prescription, fitting, and fitting evaluation for one ear only)</b>	
- Replacement of hearing aid for moderate hearing loss, 5 to less than 18 years old	P43,670.00
- Includes hearing aid fitting, hearing aid, batteries good for five years, ear mold and hearing aid fitting verification	
- Replacement of hearing aid for severe to profound hearing loss, 5 to less than 18 years old This is only available to those who have been enrolled prior to the age of six years old and availed of hearing aid. This require a new application for pre- authorization. Includes hearing aid fitting, hearing aid batteries good for five years, ear mold and hearing aid fitting verification	P48,670.00

### 3. SGD RELATED

<b>BENEFIT PACKAGE</b>	<b>AMOUNT OF BENEFIT</b>
Outpatient Malaria Package	P600.00
Outpatient HIV-AIDS Package	P30,000.00 per year (P7,500/quarter)

Outpatient Anti-Tuberculosis Treatment through Directly-Observed Treatment Short-course (DOTS) Package	P4,000
- Intensive phase	P2,500
- Maintenance Phase	P1,500
Voluntary Surgical Contraception Procedures	P4,000.00
Animal Bite Treatment Package	P3,000.00

Documents needed: copy of Member Data Record and PhilHealth Claim Form 1

## HOW CAN YOU CLAIM YOUR PHILHEALTH BENEFITS?

### Step 1: Conditions

To be eligible to the PhilHealth benefits when hospitalized, the following conditions must be met:

- Payment of at least 3 months' worth of premiums within the immediate 6 months of confinement. For pregnancies, the new born care package, dialysis, chemotherapy, radiotherapy and selected surgical procedures, 9 months' worth of contributions in the last 12 months is needed.
- Confinement in an accredited hospital for 24 hours due to illness or disease requiring hospitalization. Attending physician(s) must also be PhilHealth accredited.
- Claim is within the 45 days allowance for room and board.

### Step 2: Required documents

You'll also need to submit the following documents before being discharged from the hospital for automatic deduction:

- A clear, updated copy of your Member Data Record (MDR). If you are dependent, make sure that you are listed in the MDR.
- An original copy of PhilHealth Claim Form 1, which you can get at PhilHealth, the hospital or your employer. Submit the original copy signed by your employer.
- Receipt of premium payments. Employees only need to submit the Certificate of Premium Payments with OR numbers.
- Your PhilHealth ID and a valid ID.

Ask the hospital regarding their PhilHealth submission rules. If you can't submit the claim form personally, have an authorization letter and a valid ID ready for your representative.

### Step 3: Claiming and post-claims

- As direct filing is no longer needed, submission of the documents to the hospital before the end of your stay means automatic deduction of your benefits from your total bill.
- Once your benefits have been automatically deducted, PhilHealth will send a benefit payment notice to the address declared in your MDR. This details the actual payments made by PhilHealth relative to your claim or confinement.

Keeping your PhilHealth up-to-date is important, remember that updated premiums is key to enjoy your entitlements. It is also essential for you to keep your updated premium payment receipts safe and within easy reach for emergencies. You will definitely need them in asking the hospital billing section to deduct your benefits from your total charges.

In addition, as soon as you have anything to update in the membership profile, i.e. additional dependents or change in civil status, promptly inform the nearest PhilHealth office (by just filling out the PhilHealth Membership Registration Form or PMRF) to effect the needed changes.

There you have it, here are all the essential things you need to know regarding PhilHealth. However, if you are considering to get additional coverage, you can visit our selection of health insurance providers in the Philippines as we assist you in choosing which provider offers the best match based on your requirements. You can also read our article about which jobs need health insurance the most.

## APPENDIX VIII

### SOCIAL SECURITY SYSTEM (SSS) BENEFITS

#### **DECLARATION OF POLICY**

"It is the policy of the State to establish, develop, promote and perfect a sound and viable tax-exempt social security system suitable to the needs of the people throughout the Philippines which shall promote social justice and provide meaningful protection to members and their families against the hazards of disability, sickness, maternity, old age, death and other contingencies resulting in loss of income or financial burden. Toward this end, the State shall endeavor to extend social security protection to workers and their beneficiaries." (Section 2, RA 8282)

#### **BENEFITS**

Covered employees are entitled to a package of benefits under the Social Security and Employees' Compensation (EC) Programs in the event of death, disability, sickness, maternity and old age. Self-employed and voluntary members also get the same benefits as covered employees, except those benefits under the EC program.

Basically, the SSS provides for a replacement of income lost on account of the aforementioned contingencies. The benefits under the Social Security Program are:

##### **A. SICKNESSBENEFIT**

A member is qualified to avail of this benefit if:

1. He is unable to work due to sickness or injury and confined either in a hospital or at home for at least four (4) days;
2. He has paid at least three (3) months of contributions within the 12-month period immediately before the semester of sickness or injury;
3. He has used up all current company sick leaves with pay; and
4. He has notified the employer or the SSS, if unemployed, voluntary or self-employed member regarding his sickness or injury.

The amount of the member's daily Sickness Benefit allowance is equivalent to ninety percent (90%) of his/her average daily salary credit (ADSC). The Sickness Benefit is granted up to a maximum of 120 days in one calendar year.

#### **Sickness Notification**

A member should notify the employer within five (5) calendar days after the start of sickness or injury. The employer, in turn, must notify the SSS of the confinement within (5) calendar days after receipt of the notification from the employee member.

Notification to the employer is not necessary if the member's confinement is in a hospital or if member got sick or was injured while working or while he was within the company premises. In this case, the employer must notify the SSS within ten (10) calendar days from the start of the employee's sickness or injury while he was working or while he was within the company premises.

- If the employee notifies the employer beyond the prescribed five-day period, the confinement shall be deemed to have started not earlier than the fifth day immediately preceding the date of notification.
- If the employer notifies the SSS beyond five (5) calendar days after receipt of the notification from the employee, the employer shall be reimbursed only for each day of confinement starting from the 10th calendar day immediately preceding the date of notification to the SSS.
- If the employee has given the required notification to the employer, but the employer fails to notify the SSS of the confinement within the prescribed period resulting in the reduction of the benefit or denial of the claim, the employer shall have no right to recover the daily sickness allowance advanced to the employee.

#### **For Self-Employed and Voluntary Members:**

Self-employed and voluntary paying members should notify the SSS directly within five (5) calendar days after the start of confinement, unless such confinement is in a hospital, in which case, notification should be made within one (1) year from start of confinement.

If a self-employed or voluntarily paying member notifies SSS beyond the prescribed five-day period, the confinement shall be deemed to have started not earlier than the fifth day immediately preceding the date of notification.

#### **For self-employed and voluntary members who were previously employed**

If confinement period applied for is within the period of employment or prior to date of separation, the member should also present:

- Certificate of separation from employment with effective date of separation and that no advance payment was granted (signed by the employer's authorized signatory reflected in SS Form L-501)
- A Medical Specialist shall determine other required medical documents based on a separate checklist.
- For sickness or injury acquired abroad, documents issued by the foreign country should be in English translation and must be authenticated by the Philippine Embassy or Consulate Office, or duly notarized by a notary public from the host country.

#### **For Members Separated from Employment:**

Members separated from employment should notify the SSS directly within five (5) calendar days after the start of confinement, unless such confinement is in a hospital, in which case, notification should be made within one (1) year from start of confinement.

If a member separated from employment notifies SSS beyond the prescribed five-day period, the confinement shall be deemed to have started not earlier than the fifth day immediately preceding the date of notification.

#### **Sickness Reimbursement**

The payment of the daily sickness allowance is advanced by the employer every regular payday. The SSS will then reimburse the employer of the amount legally advanced upon receipt of satisfactory proof of such payment and legality thereof.

The SSS will reimburse the employer only for confinements within the one-year period immediately preceding the date the claim for benefit or reimbursement is received by the SSS, except for confinements in hospital.

- If the employee notifies the employer beyond the prescribed five-day period, the confinement shall be deemed to have started not earlier than the fifth day immediately preceding the date of notification.
- If the employer notifies the SSS beyond five (5) calendar days after receipt of the notification from the employee, the employer shall be reimbursed only for each day of confinement starting from the 10th calendar day immediately preceding the date of notification to the SSS.
- If the employee has given the required notification to the employer, but the employer fails to notify the SSS of the confinement within the prescribed period resulting in the reduction of the benefit or denial of the claim, the employer shall have no right to recover the daily sickness allowance advanced to the employee.

**For Self-Employed and Voluntary Members:**

Self-employed and voluntary paying members should notify the SSS directly within five (5) calendar days after the start of confinement, unless such confinement is in a hospital, in which case, notification should be made within one (1) year from start of confinement.

If a self-employed or voluntarily paying member notifies SSS beyond the prescribed five-day period, the confinement shall be deemed to have started not earlier than the fifth day immediately preceding the date of notification.

**For self-employed and voluntary members who were previously employed**

If confinement period applied for is within the period of employment or prior to date of separation, the member should also present:

- Certificate of separation from employment with effective date of separation and that no advance payment was granted (signed by the employer's authorized signatory reflected in SS Form L-501)
- A Medical Specialist shall determine other required medical documents based on a separate checklist.
- For sickness or injury acquired abroad, documents issued by the foreign country should be in English translation and must be authenticated by the Philippine Embassy or Consulate Office, or duly notarized by a notary public from the host country.

**For Members Separated from Employment:**

Members separated from employment should notify the SSS directly within five (5) calendar days after the start of confinement, unless such confinement is in a hospital, in which case, notification should be made within one (1) year from start of confinement.

If a member separated from employment notifies SSS beyond the prescribed five-day period, the confinement shall be deemed to have started not earlier than the fifth day immediately preceding the date of notification.

**Sickness Reimbursement**

The payment of the daily sickness allowance is advanced by the employer every regular payday. The SSS will then reimburse the employer of the amount legally advanced upon receipt of satisfactory proof of such payment and legality thereof.

The SSS will reimburse the employer only for confinements within the one-year period immediately preceding the date the claim for benefit or reimbursement is received by the SSS, except for confinements in hospital.

**IMPORTANT!**

- The payment of the daily sickness allowance is advanced by the employer every regular payday. The SSS will then reimburse the employer of the amount legally advanced upon receipt of satisfactory proof of such payment and legality thereof. For unemployed, self-employed or voluntary members, the sickness benefit will be paid directly by the SSS to the member.
- The SSS will reimburse the employer only for confinements within the one year period immediately preceding and the date the claim for benefit or reimbursement is received by the SSS, except for confinements in hospital.
- For hospital confinement, the claim for benefit must be filed within one (1) year from the last day of confinement from the hospital. For home confinement, the claim for reimbursement by the employer must be filed within one (1) year from the start of illness. Failure to file the claim within the prescribed period will result to denial of the claim.
- A member can be granted sickness benefit for a maximum of 120 days in one calendar year. Any unused portion of the allowable 120 days sickness benefit cannot be carried forward and added to the total number of allowed compensable days for the following year.
- The sickness benefit shall not be paid for more than 240 days on account of the same illness. If the sickness or injury still persists after 240 days, his claim will be considered a disability claim.

**B. MATERNITY BENEFIT**

The maternity benefit is offered only to female SSS members. A member is qualified to avail of this benefit if:

1. She has paid at least three monthly contributions within the 12-month period immediately preceding the semester of her childbirth or miscarriage.
2. She has given the required notification of her pregnancy to SSS through her employer if employed; or submitted the maternity notification directly to the SSS if separated from employment, a voluntary or self-employed member.

The amount of the daily Maternity Benefit allowance is equivalent to one hundred percent (100%) of her average daily salary credit (ADSC), multiplied by 60 days in case of normal delivery/miscarriage/ectopic pregnancy without operation/hydadiform mole (H-mole), or by 78 days for caesarean section delivery/ectopic pregnancy with operation. The Maternity Benefit is granted up to the first four (4) deliveries or miscarriages only.

- *N.B. Under Republic Act No. 11210 or the "105-day Expanded Maternity Leave Law" (2019), the maternity benefit will be computed based on the average monthly salary credit for 105 days regardless of whether she gave birth via caesarian section or natural delivery.*

**Notification Procedures**

As soon as a member becomes pregnant, she must immediately notify her employer of such pregnancy and the probable date of her childbirth at least 60 days from the date of conception by accomplishing the SSS Maternity Notification Form and by submitting proof of pregnancy.

The employer must, in turn, notify the SSS through the submission of the maternity notification form and proof of pregnancy immediately after the receipt of the notification from the employee member.

Notification may be made over the counter at an SSS branch, or online through the SSS Website ([www.sss.gov.ph](http://www.sss.gov.ph)), in which the member/employer must be a registered user.

**For Unemployed, Self-employed and Voluntary Members:**

Unemployed, self-employed or voluntary paying members should notify the SSS directly.

**Effects of failure or delay in notification**

If the employee fails to notify the employer, or the SSS, in the case of an unemployed, self-employed or voluntarily paying member, the maternity benefit application may be denied.

**IMPORTANT!**

- The maternity benefit shall be paid only for the first four (4) deliveries or miscarriages starting May 24, 1997 when the Social Security Act of 1997 (RA8282) took effect.
- For employed members, the benefit is advanced by the employer to the qualified employee, in full, within 30 days from the date of filing of the maternity leave application. The SSS, in turn, shall immediately reimburse the employer 100 percent of the amount of maternity benefit advanced to the female employee upon receipt of satisfactory proof of such payment and legality thereof.
- If the employee member gives birth or suffers miscarriage without the required contributions having been remitted by the employer, or the employer fails to notify the SSS, the employer will be required to pay to the SSS damages equivalent to the benefits the employee would otherwise have been entitled to.
- For separated/voluntary/self-employed members, the amount of benefit is paid directly to them by the SSS.
- A female member cannot claim for sickness benefit for a period of 60 days for normal delivery or miscarriage or 78 days for caesarean delivery within which she has been paid the maternity benefit. As a rule, no member can be entitled to two benefits for the same period.

**THE 105-DAY EXTENDED MATERNITY LAW (2019)**

Republic Act No. 11210 or the "105-day Expanded Maternity Leave Law" is an Act increasing the maternity leave period to one hundred five (105) days (regardless if the delivery was normal or caesarian) for female workers regardless of civil status, with an option to extend for an additional thirty (30) days without pay provided that the employer shall be given due notice in writing, at least forty-five (45) days before the end of her maternity leave..

In case the worker qualifies as a solo parent under Republic Act No. 8972 or the "Solo Parents Act", an additional fifteen (15) days maternity leave with full pay granted.

The maternity benefits shall cover female workers in the government and female members of SSS, including female workers in the informal economy.

The maternity benefits will apply to every instance of pregnancy, miscarriage or emergency termination of pregnancy regardless of frequency. For cases of miscarriage and emergency termination of pregnancy, sixty (60) days of maternity leave shall be granted.

The female worker, at her option, may allocate of seven (7) maternity leave days to the child's father (whether or not the same is married to the female worker), raising the paternity leave to fourteen (14) days from the current seven (7) days. Provided, That in the death, absence, or incapacity of the child's father, the benefit may be allocated to an alternate caregiver.

A female member of the Social Security System (SSS) who has paid at least three monthly contributions in the 12-month period immediately preceding the semester of her childbirth or miscarriage shall be paid her daily maternity benefit. It will be computed based on the average monthly salary credit for 105 days regardless of whether she gave birth via caesarian section or natural delivery.

Workers availing of the maternity benefit leave period and benefits must receive their full pay. Employers from the private sector shall be responsible for payment of the salary differential between the actual cash benefits received from the SSS covered female workers and their average weekly or regular wages during the maternity leave.

Those who avail of the benefits shall also be assured of security of tenure; and no employer shall discriminate against the employment of women to avoid the benefits, according to the new law.

**C. DISABILITY BENEFIT**

A member who suffers partial or total disability with at least one monthly contribution paid to the SSS prior to the semester of contingency is qualified. The prescriptive period in the filing of disability benefit claim is ten (10) years from the date of occurrence of disability.

If qualified, the member is granted a monthly Disability Pension, plus a P500 monthly Supplemental Allowance. The lowest monthly Disability Pension is P1,000 if the member has less than ten (10) credited years of service (CYS); P1,200 if with at least ten (10) CYS; and P2,400 if with at least twenty (20) CYS.

**Partial Disability**

A complete and permanent loss or use of any of the following body parts, but which does not totally prevent a member from engaging in any gainful occupation.

one thumb	one big toe
one index finger	one hand
one middle finger	one arm
one ring finger	one foot
one little finger	one leg
hearing of one ear	one ear
hearing of both ears	both ears
sight of one eye	

**Permanent Total Disability**

1. complete loss of sight of both eyes;
2. loss of two limbs at or above the ankle or wrists;
3. permanent complete paralysis of two limbs;
4. brain injury resulting to incurable imbecility or insanity; and
5. such cases as determined and approved by the SSS.

**TYPES OF DISABILITY BENEFIT**

There are two types of disability benefit:

1. monthly pension - a cash benefit paid to a disabled member who has paid at least 36 monthly contributions to the SSS prior to the semester of disability.
2. lumpsum amount - granted to those who have not paid the required 36 monthly contributions, and for disability claims whose approved pension duration is less than 12 months.

**Monthly Pension****Benefit Computation**

The amount of the monthly pension will be based on the member's number of paid contributions and the years of membership prior to the semester of disability.

The lowest monthly pension is P1,000 for members with less than 10 credited years of service (CYS); P1,200 with at least 10 CYS; and P2,400 with at least 20 CYS.

- Only totally and permanently disabled members will receive a lifetime monthly pension. However, the pension will be suspended if the pensioner recovers from the disability, resumes employment, or fails to report for annual physical examination when notified by the SSS. The member may request for a domiciliary or a home visit if the disability inhibits him/her from reporting for re-examination by the SSS physician at any SSS branch office.
- The monthly pension of a partially disabled member is paid up to a certain number of months only, according to the degree of disability. If with deteriorating and related permanent partial disability, the percentage degree of disability of previously granted claim shall be deducted from the percentage degree of disability of the current claim.
- The monthly pension is also given in a lump sum if the duration of pension is payable for less than 12 months

**Supplemental Allowance**

- In addition to the monthly pension, a supplemental allowance of P500.00 is paid to the total or partial disability pensioner. The allowance will provide additional financial assistance to meet the extra needs arising from the disability.
- Total disability pensioners and their legal dependents prior to the effectivity of R.A. 7875 on March 4, 1995 are entitled to hospitalization benefits under PhilHealth. A copy of DDR Print-out indicating the type of claim is disability in nature and the

effectivity date of pension or a Copy of Disability-Pensioner Certification, shall be submitted. Total disabled pensioners upon the effectivity of R.A. 7875 on March 4, 1995 and thereafter, are no longer covered except when they have accumulated one hundred twenty (120) Medicare monthly contributions and have reached age sixty (60).

- However, those who wish to avail of PhilHealth benefits may enroll in the Individually-Paying Program (for voluntary/self-employed) or the Indigent Program (IP) of PhilHealth.

**Dependent's Allowance**

- The dependent legitimate, legitimated, legally adopted and illegitimate children, conceived on or before the date of contingency of a totally disabled pensioner will each receive a dependent's allowance equivalent to 10 percent of the member's pension, or P250, whichever is higher.
- Only five minor children, beginning from the youngest are entitled to the dependent's allowance. No substitution is allowed. When there are both legitimate and illegitimate minor children, the legitimate, legitimated or legally adopted ones will be preferred.
- The minor children of a partially disabled pensioner are not entitled to the dependent's allowance.
- The dependent's allowance stops when the child reaches 21 years old, gets married, gets employed, or dies. However, the dependent's allowance is granted for life to children who are over 21 years old, provided, they are incapacitated and incapable of self-support due to physical or mental defect which is congenital or acquired during minority.

**Benefit Payment**

The monthly pension is paid thru the member's designated bank. He is allowed to choose the bank nearest his residence thru which he wishes to receive his pension benefits under the "Mag-impok sa Bangko" program. This became mandatory effective September 1, 1993.

A member must open a single saving account and must submit to the SSS his savings account number and a photocopy of his passbook upon filing of his application. The original copy of the passbook must be presented for authentication purposes.

Upon approval of the claim, the SSS will mail a notice-voucher to the claimant when to withdraw the benefit from the bank.

**Lump Sum Amount**

For permanent total disability, the lump sum benefit is equivalent to the monthly pension times the number of monthly contributions paid to the SSS or twelve (12) times the monthly pension, whichever is higher.

For permanent partial disability, the lump sum is equivalent to the monthly pension times the number of monthly contributions times the percentage of disability in relation to the whole body or the monthly pension times 12 times the percentage of disability, whichever is higher.

**IMPORTANT!**

- The monthly pension of the member and the dependent's allowance will be suspended upon the reemployment or resumption of self-employment or the recovery of the disabled member from permanent total disability, or failure to present himself/herself for examination at least once a year upon notice by SSS.
- Upon the death of the permanent total disability pensioner, the primary beneficiaries as of the date of disability, shall be entitled to 100 percent of the monthly pension and the dependents to the dependents' allowance.
- If the totally disabled pensioner has no primary beneficiaries and dies within sixty (60) months from the start of the monthly pension, the secondary beneficiaries shall be entitled to a lumpsum benefit equivalent to the total monthly pensions corresponding to the balance of the five-year guaranteed period, excluding the supplemental allowance.
- The pension stops when a partial disability pensioner retires or dies.

**D. RETIREMENT BENEFIT**

A member is qualified to avail of this benefit if:

1. Member is 60 years old, separated from employment or ceased to be self-employed, and has paid at least 120 monthly contributions prior to the semester of retirement.
2. Member is 65 years old, whether employed or not, and has paid at least 120 monthly contributions prior to the semester of retirement.
3. Underground Mineworkers:
  - Aged 55 years old and is an underground mineworker for at least 5 years (either continuous or accumulated) prior to the semester of retirement but whose actual date of retirement is not earlier than March 13, 1998; separated from employment or has ceased self-employment; and has paid at least 120 monthly contributions prior to the semester of retirement.
  - Aged 60 years old, whether employed or not, and has paid at least 120 monthly contributions prior to the semester of retirement.

If qualified, the member is granted a monthly Retirement Pension, plus a 13th Month Pension payable every December. The retiree has the option to receive the first eighteen (18) months pension in lump sum, discounted at a preferential rate of interest to be determined by the SSS. This option can be exercised only upon filing of the first retirement claim, and the Dependent's Pension and 13th MonthPension are excluded from the advanced eighteen (18) months pension.

If the member has dependent minor children, they are given a Dependent's Pension equivalent to ten percent (10%) of the member's monthly pension or P250, whichever is higher. Only five (5) minor children, beginning from the youngest, are entitled to Dependent's Pension. No substitution is allowed.

The lowest monthly Retirement Pension is P1,200 if the member has 120 monthly contributions or at least ten (10) CYS; or P2,400 if with at least twenty (20) CYS.

**PENSION DETAILS**

There are two types of retirement benefit:

1. monthly pension - a lifetime cash benefit paid to a retiree who has paid at least 120 monthly contributions to the SSS prior to the semester of retirement.
2. lumpsum amount - granted to a retiree who has not paid the required 120 monthly contributions. It is equal to the total contributions paid by the member and by the employer including interest.

**Monthly Pension****Benefit Computation**

The monthly pension depends on the member's paid contributions, his credited years of service (CYS), and the number of his dependent minor children that must not exceed five. The monthly pension will be the highest amount resulting from either one of these three pension formulae:

1. the sum of P300 plus 20 percent of the average monthly salary credit plus two percent of the average monthly salary credit for each credited year of service (CYS) in excess of ten years; or
2. forty (40) percent of the average monthly salary credit; or
3. P1,200, if the CYS is at least 10 but less than 20; or P2,400, if the CYS is 20 or more.

The monthly pension is paid for not less than 60 months.

A member who retires after age 60 with a total of 120 monthly contributions may be qualified to a monthly pension based on whichever is higher of the following:

- the monthly pension computed at the earliest time the member could have retired had been separated from employment or ceased to be self-employed plus all adjustments thereto; or
- the monthly pension computed at the time when the member actually retires.

A pensioner who retires more than once shall be entitled to the higher of:

- the monthly pension computed for the first retirement claim; or
- the re-computed monthly pension for the new claim

**Dependents Allowance**

- The legitimate, legitimated or legally adopted, and illegitimate children, conceived on or before the date of retirement of a retiree will each receive dependents' allowance equivalent to 10 percent of the member's monthly pension, or P250, whichever is higher.
- Only five minor children, beginning from the youngest, are entitled to the dependents' allowance. No substitution is allowed.
- If there are more than five dependents, the legitimate, legitimated or legally adopted children shall be preferred.
- The dependents' allowance stops when the child reaches 21 years old, gets married, gets employed, or dies. However, the dependents' allowance is granted for life for children who are over 21 years old, if they are incapacitated and incapable of self-support due to physical or mental defect that is congenital or acquired during minority.

**Benefit Payment**

The retiree-member has the option to receive the first 18 months' pension paid out in lumpsum, but discounted at a preferential rate of interest to be determined by the SSS. The member shall start receiving his pension on the 19th month, and every month thereafter. This option for advance payment shall be exercised only when filing the first retirement claim. It is only the advanced pension payments that are discounted on the date of payment; the dependent's allowance and 13th month pension are excluded from the advanced 18-month pension amount.

The monthly pension is paid thru the member's designated bank thru which he wishes to receive his pension benefits under the "Mag-Impok sa Bangko" program. This became mandatory effective September 1,1993.

Upon approval of the claim, the SSS will send the member a notice voucher indicating when to withdraw the benefit from the bank.

**Other Benefits**

1. The retiree is entitled to a 13th month pension payable every December.
2. All retiree pensioners prior to the effectivity of RA 7875 on March 4, 1995 are automatically considered members of PhilHealth and, along with their legal dependents, are entitled to PhilHealth hospitalization benefits. On the other hand, retirees effective March 4,1995 up to the present will be entitled to PhilHealth hospitalization benefits only if they have contributed 120 monthly Philhealth/Medicare contributions. The counting of 120 monthly contributions shall start in 1972, when the Medical Care Act of 1969 started implementation.

A copy of the DDR print-out indicating the type of claim is retirement in nature and the effectivity date of the pension, or in its absence, a copy of retiree-pensioner certification issued by SSS shall be required. They need to register under Philhealth for the issuance of a Philhealth ID card for non-paying members.

**IMPORTANT!**

- Upon the death of a retiree pensioner, the primary beneficiaries shall be entitled to 100 percent of the monthly pension, and the dependents to the dependents' allowance.
- If the retiree pensioner dies within sixty (60) months from the start of the monthly pension and has no primary beneficiaries, the secondary beneficiaries shall be entitled to a lumpsum benefit equivalent to the total monthly pensions corresponding to the balance of the five-year guaranteed pension period, excluding the dependents' allowance.
- In case the retiree-member who is less than 65 years old resumes employment or self-employment, the monthly pension shall be suspended and the member shall again be subjected to compulsory coverage.
- If the retiree-member is 65 years old and older, he can resume employment or self-employment without prejudice to his monthly pension and without need for compulsory coverage.

**E. DEATH BENEFIT**

The death benefit is a cash benefit granted, either as a monthly pension or a lump sum amount, to the beneficiaries of a deceased member.

If qualified, the member's primary beneficiary is granted a monthly Death Pension, plus a 13th Month Pension payable every December. If the member has dependent minor children, they are given a Dependent's Pension equivalent to ten percent (10%) of the member's monthly pension or P250, whichever is higher.

Only five (5) minor children, beginning from the youngest, are entitled to Dependent's Pension. No substitution is allowed.

The lowest monthly Death Pension is P1,000 if the member had less than ten (10) CYS; P1,200 if with at least ten (10) CYS; and P2,400 if with at least twenty (20) CYS.

**Beneficiaries Of A Deceased Member**

The primary beneficiaries are the legitimate dependent spouse until the person remarries and the dependent legitimate, legitimated, or legally adopted, and illegitimate children of the member who are not yet 21 years old. In the absence of primary beneficiaries, the dependent parents shall be the secondary beneficiaries. In their absence, any other person designated by the member as beneficiary in the member's record.

There are two types of death benefit paid to beneficiaries of a member: Pension and Lumpsum Amount. To qualify for either, the member must have met the following:

- For Pension - the deceased member must have paid at least 36 monthly contributions before the semester of death.
- For Lumpsum Amount - granted to the primary beneficiaries of a deceased member who had paid less than 36 monthly contributions before the semester of death. Also, in the absence of primary beneficiaries, the secondary beneficiaries are granted the death benefit in lumpsum amount.

There are two types of death benefit:

1. monthly pension - granted only to the primary beneficiaries of a deceased member who had paid 36 monthly contributions before the semester of death.
2. lumpsum amount - amount granted to the primary beneficiaries of a deceased member who had paid less than 36 monthly contributions before the semester of death. The secondary beneficiaries shall be entitled to a lump sum benefit.

**Monthly Pension****Benefit Computation**

The monthly pension depends on the member's paid contributions, his credited years of service (CYS), and the number of dependent minor children that must not exceed five. The monthly pension will be the highest amount resulting from either one of these three pension formulae:

1. the sum of P300 plus 20 percent of the average monthly salary credit plus two percent of the average monthly salary credit for each credited year of service (CYS) in excess of ten years; or

2. forty (40) percent of the average monthly salary credit; or
3. P1,000, if the CYS is less than 10; P1,200 if with at least 10 CYS; or P2,400, if the CYS is 20 or more.

The monthly pension is paid for not less than 60 months.

#### Dependents and Beneficiaries

- If a deceased member is survived by less than five minor legitimate, legitimatized, or legally adopted children, the illegitimate minor children will be entitled to 50 percent of the share of the legitimate, legitimatized or legally adopted children in the basic pension and 100 percent of the dependents' allowance.
- In cases where there are no legitimate, legitimatized, or legally adopted children, the illegitimate minor children shall be entitled to 100 percent of the basic pension, plus dependent's allowance.

#### Dependent's Allowance

- The dependent legitimate, legitimatized, legally adopted or illegitimate children, conceived on or before the date of death of a deceased member will each receive a dependents' allowance equivalent to 10 percent of the members' monthly pension, or P250, whichever is higher.
- Only five minor children, beginning from the youngest, are entitled to the dependents' allowance. No substitution is allowed.
- Where there are more than five (5) legitimate and illegitimate minor children, the legitimate shall be preferred.
- The dependents' allowance stops when the child reaches 21 years old, gets married, gets employed or dies. However, the dependents' pension is granted for life to children who are over 21 years old, provided they are incapacitated and incapable of self-support due to physical or mental defect which is congenital and acquired during minority.

#### Other Benefits

- The deceased member's beneficiaries are entitled to a 13th month pension, payable every December and the funeral benefit, which is paid to whoever shouldered the funeral expenses of the deceased member.
- Survivorship pensioners prior to the effectivity of RA 7875 on March 4, 1995 are also entitled to hospitalization benefits under PhilHealth. They need to register under PhilHealth and must submit a DDR print-out indicating the type of claim is survivorship in nature and the effectivity date of pension or a copy of Death/Survivorship Certification issued by the SSS indicating the effectivity of the pension shall be submitted to PhilHealth.
- Survivorship pensioners under the effectivity of RA 7875 on March 4, 1995 and thereafter, are no longer covered. However, those who wish to avail of PhilHealth benefits may enroll in the Individually - Paying Program (for voluntary/self-employed) or the Indigent Program (IP) of PhilHealth.

#### Benefit Payment

The monthly pension is paid thru the beneficiary's designated bank. The beneficiary is allowed to choose the bank nearest his residence thru which he wishes to receive his pension benefits under the *Mag-impok sa Bangko* program. This became mandatory effective September 1, 1993.

The beneficiary must open a single savings account and must submit to the SSS his saving account number and a photocopy of his passbook or ATM card upon filing of application. The original passbook/ATM must be presented for authentication purposes.

Upon approval of the claim, the SSS will mail a notice voucher to the beneficiary informing him when to withdraw his benefit from the bank.

#### Lump Sum Amount

The primary beneficiaries of a deceased member who has paid less than 36 monthly contributions shall be entitled to lumpsum benefit, which shall be the higher of:

- monthly pension multiplied by the number of monthly contributions paid prior to the semester of death; or
- twelve (12) times the monthly pension.

The secondary beneficiaries of the deceased member shall be entitled to a lumpsum benefit equivalent to:

- 36 times the monthly pension, if the member has paid at least 36 monthly contributions prior to the semester of death; or
- monthly pension multiplied by the number of monthly contributions paid or twelve (12) times the monthly pension, whichever is higher, if the member has paid less than 36 monthly contributions prior to the semester of death.

#### IMPORTANT!

- The primary or secondary beneficiaries of a deceased member, who had no contribution payment at all and who was reported for coverage only shall be entitled to funeral benefit only.
- If the totally disabled pensioner has no primary beneficiaries and dies within sixty (60) months from the start of the monthly pension, the secondary beneficiaries shall be entitled to a lump sum benefit equivalent to the total monthly pensions corresponding to the balance of the five-year guaranteed period excluding the dependent's pension.
- The pension stops when a partial disability pensioner retires or dies.

#### F. FUNERAL BENEFIT

The funeral benefit is a cash benefit given to whoever paid for the burial expenses of the deceased member

The Funeral benefit is a variable amount ranging from a minimum of P20,000 to a maximum of P40,000, depending on the member's paid contributions and credited years of service (CYS).

#### Qualifying Conditions:

- For self-employed/ non-working spouse/ OFW members - the deceased SSS member must have paid at least one (1) monthly contribution, for his/her beneficiaries to be entitled to the funeral benefit.
- For employed members and those separated from employment - the deceased must be reported for coverage by his/her employer, even if no contribution was paid, for his/her beneficiaries to be entitled to the funeral benefit.

**Benefit Payment**

A funeral grant of P20,000 (effective September 1, 2000) is given to whoever pays the burial expenses of the deceased member or pensioner.

Effective August 1, 2015, SSS has granted increase in funeral benefit ranging from a minimum of P20,000 to a maximum of P40,000. The new computation gives due credit to members who are paying more contributions and with higher monthly salary credits.

Covered employees are entitled to a package of benefits under the Social Security and Employees' Compensation (EC) Programs in the event of death, disability, sickness, maternity and old age. Self-employed and voluntary members also get the same benefits as covered employees, except those benefits under the EC program.

**APPENDIX IX**  
**PRESIDENTIAL DECREE NO. 851**  
**REQUIRING ALL EMPLOYERS TO PAY THEIR EMPLOYEES**  
**A 13TH-MONTH PAY**

WHEREAS, it is necessary to further protect the level of real wages from the ravage of worldwide inflation;

WHEREAS, there has been no increase in the legal minimum wage rates since 1970;

WHEREAS, the Christmas season is an opportune time for society to show its concern for the plight of the working masses so they may properly celebrate Christmas and New Year.

NOW, THEREFORE, I, FERDINAND E. MARCOS, by virtue of the powers vested in me by the Constitution, do hereby decree as follows:

**Section 1.** All employers are hereby required to pay all their employees receiving a basic salary of not more than P1,000 a month, regardless of the nature of their employment, a 13th-month pay not later than December 24 of every year.

**Section 2.** Employers already paying their employees a 13th-month pay or its equivalent are not covered by this Decree.

**Section 3.** This Decree shall take effect immediately.

Done in the City of Manila, this 16th day of December 1975.

**RULES AND REGULATIONS IMPLEMENTING PRESIDENTIAL DECREE  
NO. 851**

By virtue of the powers vested in me by law, the following rules and regulations implementing Presidential Decree No. 851 are hereby issued for the guidance of all concerned.

**Section 1.** Payment of 13-month Pay All employers covered by Presidential Decree No. 851, hereinafter referred to as the "Decree", shall pay to all their employees receiving a basic salary of not more than P1,000 a month a thirteenth-month pay not later than December 24 of every year.

**Section 2.** Definition of certain terms As used in this issuance.

- a. "Thirteenth-month pay" shall mean one twelfth (1/12) of the basic salary of an employee within a calendar year;
- b. "Basic salary" shall include all remunerations or earnings paid by an employer to an employee for services rendered but may not include cost-of-living allowances granted pursuant to Presidential Decree No. 525 or Letter of Instructions No. 174, profit-sharing payments, and all allowances and monetary benefits which are not considered or integrated as part of the regular or basic salary of the employee at the time of the promulgation of the Decree on December 16, 1975.

**Section 3.** Employers covered The Decree shall apply to all employers except to:

- (a) Distressed employers, such as (1) those which are currently incurring substantial losses or (2) in the case of non-profit institutions and

organizations, where their income, whether from donations, contributions, grants and other earnings from any source, has consistently declined by more than forty (40%) percent of their normal income for the last two (2) years, subject to the provision of Section 7 of this issuance;

- (b) The Government and any of its political subdivisions, including government-owned and controlled corporations, except those corporations operating essentially as private subsidiaries of the Government;
- (c) Employers already paying their employees 13-month pay or more in a calendar year of its equivalent at the time of this issuance;
- (d) Employers of household helpers and persons in the personal service of another in relation to such workers; and
- (e) Employers of those who are paid on purely commission, boundary, or task basis, and those who are paid a fixed amount for performing a specific work, irrespective of the time consumed in the performance thereof, except where the workers are paid on piece-rate basis in which case the employer shall be covered by this issuance insofar as such workers are concerned.

As used herein, workers paid on piece-rate basis shall refer to those who are paid a standard amount for every piece or unit of work produced that is more or less regularly replicated, without regard to the time spent in producing the same.

The term "its equivalent" as used in paragraph c) hereof shall include Christmas bonus, mid-year bonus, profit-sharing payments and other cash bonuses amounting to not less than 1/12th of the basic salary but shall not include cash and stock dividends, cost of living allowances and all other allowances regularly enjoyed by the employee, as well as non-monetary benefits. Where an employer pays less than 1/12th of the employees basic salary, the employer shall pay the difference.

**Section 4. Employees covered** Except as provided in Section 3 of this issuance, all employees of covered employers shall be entitled to benefit provided under the Decree who are receiving not more than P1,000 a month, regardless of their position, designation or employment status, and irrespective of the method by which their wages are paid, provided that they have worked for at least one month during the calendar year.

**Section 5. Option of covered employers** A covered employer may pay one-half of the 13th-month pay required by the Decree before the opening of the regular school year and the other half on or before the 24th day of December of every year.

In any establishment where a union has been recognized or certified as the collective bargaining agent of the employees therein, the periodicity or frequency of payment of the 13th month pay may be the subject of agreement.

Nothing herein shall prevent employers from giving the benefits provided in the Decree to their employees who are receiving more than One Thousand (P1,000) Pesos a month or benefits higher than those provided by the Decree.

**Section 6. Special feature of benefit** The benefits granted under this issuance shall not be credited as part of the regular wage of the employees for purposes of determining overtime and premium pay, fringe benefits, as well as premium contributions to the State Insurance Fund, social security, medicare and private welfare and retirement plans.

**Section 7. Exemption of Distressed employers** Distressed employers shall qualify for exemption from the requirement of the Decree upon prior authorization by the Secretary of Labor. Petitions for exemptions may be filed within the nearest

regional office having jurisdiction over the employer not later than January 15, 1976. The regional offices shall transmit the petitions to the Secretary of Labor within 24 hours from receipt thereof.

**Section 8. Report of compliance** Every covered employer shall make a report of his compliance with the Decree to the nearest regional labor office not later than January 15 of each year.

The report shall conform substantially with the following form:

**REPORT ON COMPLIANCE WITH PD NO. 851**

1. Name of establishment
2. Address
3. Principal product or business
4. Total employment
5. Total number of workers benefited
6. Amount granted per employee
7. Total amount of benefits granted
8. Name, position and tel. no. of person giving information

**Section 9. Adjudication of claims** Non-payment of the thirteenth-month pay provided by the Decree and these rules shall be treated as money claims cases and shall be processed in accordance with the Rules Implementing the Labor Code of the Philippines and the Rules of the National Labor Relations Commission.

**Section 10. Prohibition against reduction or elimination of benefits** Nothing herein shall be construed to authorize any employer to eliminate, or diminish in any way, supplements, or other employee benefits or favorable practice being enjoyed by the employee at the time of promulgation of this issuance.

**Section 11. Transitory Provision** These rules and regulations shall take effect immediately and for purposes of the 13-month pay for 1975, the same shall apply only to those who are employees as of December 16, 1975.

Manila, Philippines, 22 December 1975.

**SUPPLEMENTARY RULES AND REGULATIONS IMPLEMENTING P.D. NO. 851**

To insure uniformity in the interpretation, application and enforcement of the provisions of P.D. No. 851 and its implementing regulations, the following clarifications are hereby made for the information and guidance of all concerned:

1. Contractors and Subcontractors, including Security and Watchman Agencies, are exempt for the year 1975 subject to the following conditions:
  - (a) that the contracts of such enterprises were entered into before December 16, 1975;
  - (b) that such enterprises have complied with all labor standards laws during the year;
  - (c) that the contract cannot really accommodate 13-month pay or its equivalent; and
  - (d) that the contract does not provide for cost escalation clause.

This exemption is without prejudice on the part of the workers to negotiate with their employers or to seek payment thereof by filing appropriate complaints with the Regional Offices of the Department of Labor.

2. Private schoolteachers, including faculty members of colleges and universities, are entitled to 1/12 of their annual basic pay regardless of the number of months they teach or are paid within a year.
3. New establishments operating for less than one year are not covered except subsidiaries or branches of foreign and domestic corporations.
4. Overtime pay, earnings and other remunerations which are not part of the basic salary shall not be included in the computation of the 13-month pay.
5. In view of the lack of sufficient time for the dissemination of the provisions of P.D. No. 851 and its Rules and the unavailability of adequate cash flow due to the long holiday season, compliance and reporting of compliance with this Decree are hereby extended up to March 31, 1976 except in private schools where compliance for 1975 may be made not later than 30 June 1976.
6. Nothing herein shall sanction the withdrawal or diminution of any compensation, benefits or any supplements being enjoyed by the employees on the effective date of this issuance.

**APPENDIX X**  
**REPUBLIC ACT NO. 8187**  
**(PATERNITY LEAVE ACT OF 1996)**

**AN ACT GRANTING PATERNITY LEAVE OF SEVEN (7) DAYS WITH FULL PAY TO ALL MARRIED MALE EMPLOYEES IN THE PRIVATE AND PUBLIC SECTORS FOR THE FIRST FOUR (4) DELIVERIES OF THE LEGITIMATE SPOUSE WITH WHOM HE IS COHABITING AND FOR OTHER PURPOSES**

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

**Section 1. Short Titled** - This act shall be known as the **"Paternity Leave Act of 1996"**

**Section 2.** Notwithstanding any law, rules and regulations to the contrary, every married male employee in the private and public sectors shall be entitled to a paternity leave of seven (7) days with full pay for the first four (4) deliveries of the legitimate spouse with whom he is cohabiting. The male employee applying for paternity leave shall notify his employer of the pregnancy of his legitimate spouse and the expected date of such delivery. For purposes of this Act, delivery shall include childbirth or any miscarriage.

**Section 3. Definition of Term** - For purposes of this Act, Paternity Leave refers to the benefits granted to a married male employee allowing him not to report for work for seven (7) days but continues to earn the compensation therefore, on the condition that his spouse has delivered a child or suffered a miscarriage for purposes of enabling him to effectively lend support to his wife in her period of recovery and./or in the nursing of the newly-born child.

**Section 4.** The Secretary of Labor and Employment, the Chairman of the Civil Service Commission, and the Secretary of Health shall, within thirty (30) days from the effectivity of this Act, issue such rules and regulations necessary for the proper implementation of the provisions hereof.

**Section 5.** Any person, corporation, trust, firm, partnership, association or entity found violating this Act or the rules and regulations promulgated thereunder shall be punished by a fine not exceeding Twenty-Five Thousand Pesos (P25,000.00) or imprisonment of not less than thirty (30) days or more than six (6) months.

If the violation is committed by a corporation, trust, firm, partnership, association or any other entity, the penalty of imprisonment shall be imposed on the entity's responsible officers, including, but not limited to the President, Vice-President, Chief Executive Officer, General Manager, Managing Director or partner directly responsible thereof.

**Section 6. Non-Diminution Clause.** - Nothing in this Act shall be construed to reduce any existing benefits of any form granted under existing laws, decrees, executive orders, or any contract, agreement or policy between employer and employee.

**Section 7. Repealing Clause.** - All laws, ordinances, rules, regulations, issuances, or parts thereof which are inconsistent with this Act are hereby repealed or modified accordingly.

**Section 8. Effectivity.** - This Act shall take effect fifteen (15) days from its publication in the official gazette or in at least two (2) newspapers of national circulation.

Approved:

(Sgd.) NEPTALI A. GONZALES

President of the Senate

(Sgd.) JOSE DE VENECIA Jr.

Speaker of the House of Representatives

This Act, which is a consolidation of Senate Bill No. 1032 and the House Bill No. 7134 was finally passed by the Senate and the House of Representatives on June 8, 1996.

(Sgd.) HEZEL P. GACUTAN

Secretary of the Senate

(Sgd.) CAMILO S. SABIO

Secretary General, House of Representatives

Approved June 11, 1996

(Sgd.) FIDEL V. RAMOS

President of the Philippines

**APPENDIX XI**  
**REPUBLIC ACT NO. 8972**  
**(SOLO PARENTS' WELFARE ACT OF 2000)**

**AN ACT PROVIDING FOR BENEFITS AND PRIVILEGES TO SOLO PARENTS AND THEIR CHILDREN, APPROPRIATING FUNDS THEREFOR AND FOR OTHER PURPOSES**

*Be it enacted by the Senate and House of Representatives of the Philippines Congress assembled:*

**Section 1.** **Title.**- This Act shall be known as the "Solo Parents' Welfare Act of 2000."

**Section 2. Declaration of Policy.** - It is the policy of the State to promote the family as the foundation of the nation, strengthen its solidarity and ensure its total development. Towards this end, it shall develop a comprehensive program of services for solo parents and their children to be carried out by the Department of Social Welfare and Development (DSWD), the Department of Health (DOH), the Department of Education, Culture and Sports (DECS), the Department of the Interior and Local Government (DILG), the Commission on Higher Education (CHED), the Technical Education and Skills Development Authority (TESDA), the National Housing Authority (NHA), the Department of Labor and Employment (DOLE) and other related government and nongovernment agencies.

**Section 3. Definition of Terms.** - Whenever used in this Act, the following terms shall mean as follows:

- (a) **"Solo parent"** - any individual who falls under any of the following categories:
  - (1) A woman who gives birth as a result of rape and other crimes against chastity even without a final conviction of the offender: Provided, That the mother keeps and raises the child;
  - (2) Parent left solo or alone with the responsibility of parenthood due to death of spouse;
  - (3) Parent left solo or alone with the responsibility of parenthood while the spouse is detained or is serving sentence for a criminal conviction for at least one (1) year;
  - (4) Parent left solo or alone with the responsibility of parenthood due to physical and/or mental incapacity of spouse as certified by a public medical practitioner;
  - (5) Parent left solo or alone with the responsibility of parenthood due to legal separation or de facto separation from spouse for at least one (1) year, as long as he/she is entrusted with the custody of the children;
  - (6) Parent left solo or alone with the responsibility of parenthood due to declaration of nullity or annulment of marriage as decreed by a court or by a church as long as he/she is entrusted with the custody of the children;

- (7) Parent left solo or alone with the responsibility of parenthood due to abandonment of spouse for at least one (1) year;
- (8) Unmarried mother/father who has preferred to keep and rear her/his child/children instead of having others care for them or give them up to a welfare institution;
- (9) Any other person who solely provides parental care and support to a child or children;
- (10) Any family member who assumes the responsibility of head of family as a result of the death, abandonment, disappearance or prolonged absence of the parents or solo parent.

A change in the status or circumstance of the parent claiming benefit under this Act, such that he/she is no longer left alone with the responsibility of parenthood, shall terminate his/her eligibility for these benefits.

- (b) **"Children"** - refer to those living with and dependent upon the solo parent for support who are unmarried, unemployed and not more than eighteen (18) years of age, or even over eighteen (18) years but are incapable of self-support because of mental and/or physical defect/disability.
- (c) **"Parental responsibility"** - with respect to their minor children shall refer to the rights and duties of the parents as defined in Article 220 of Executive Order No. 209, as amended, otherwise known as the "Family Code of the Philippines."
- (d) **"Parental leave"** - shall mean leave benefits granted to a solo parent to enable him/her to perform parental duties and responsibilities where physical presence is required.
- (e) **"Flexible work schedule"** - is the right granted to a solo parent employee to vary his/her arrival and departure time without affecting the core work hours as defined by the employer.

**Section 4. Criteria for Support.** - Any solo parent whose income in the place of domicile falls below the poverty threshold as set by the National Economic and Development Authority (NEDA) and subject to the assessment of the DSWD worker in the area shall be eligible for assistance: Provided, however, That any solo parent whose income is above the poverty threshold shall enjoy the benefit mentioned in Sections 6, 7 and 8 of this Act.

**Section 5. Comprehensive Package of Social Development and Welfare Services.** - A comprehensive package of social development and welfare services for solo parents and their families will be developed by the DSWD, DOH, DECS, CHED, TESDA, DOLE, NHA and DILG, in coordination with local government units and a nongovernmental organization with proven track record in providing services for solo parents.

The DSWD shall coordinate with concerned agencies the implementation of the comprehensive package of social development and welfare services for solo parents and their families. The package will initially include:

- (a) Livelihood development services which include trainings on livelihood skills, basic business management, value orientation and the provision of seed capital or job placement.
- (b) Counseling services which include individual, peer group or family counseling. This will focus on the resolution of personal relationship and role conflicts.

- (c) Parent effectiveness services which include the provision and expansion of knowledge and skills of the solo parent on early childhood development, behavior management, health care, rights and duties of parents and children.
- (d) Critical incidence stress debriefing which includes preventive stress management strategy designed to assist solo parents in coping with crisis situations and cases of abuse.
- (e) Special projects for individuals in need of protection which include temporary shelter, counseling, legal assistance, medical care, self-concept or ego-building, crisis management and spiritual enrichment.

**Section 6. Flexible Work Schedule.** - The employer shall provide for a flexible working schedule for solo parents: Provided, That the same shall not affect individual and company productivity: Provided, further, That any employer may request exemption from the above requirements from the DOLE on certain meritorious grounds.

**Section 7. Work Discrimination.** - No employer shall discriminate against any solo parent employee with respect to terms and conditions of employment on account of his/her status.

**Section 8. Parental Leave.** - In addition to leave privileges under existing laws, parental leave of not more than seven (7) working days every year shall be granted to any solo parent employee who has rendered service of at least one (1) year.

**Section 9. Educational Benefits.** - The DECS, CHED and TESDA shall provide the following benefits and privileges:

- (1) Scholarship programs for qualified solo parents and their children in institutions of basic, tertiary and technical/skills education; and
- (2) Nonformal education programs appropriate for solo parents and their children.

The DECS, CHED and TESDA shall promulgate rules and regulations for the proper implementation of this program.

**Section 10. Housing Benefits.** - Solo parents shall be given allocation in housing projects and shall be provided with liberal terms of payment on said government low-cost housing projects in accordance with housing law provisions prioritizing applicants below the poverty line as declared by the NEDA.

**Section 11. Medical Assistance.** - The DOH shall develop a comprehensive health care program for solo parents and their children. The program shall be implemented by the DOH through their retained hospitals and medical centers and the local government units (LGUs) through their provincial/district/city/municipal hospitals and rural health units (RHUs).

**Section 12. Additional Powers and Functions of the DSWD?** The DSWD shall perform the following additional powers and functions relative to the welfare of solo parents and their families:

- (a) Conduct research necessary to: (1) develop a new body of knowledge on solo parents; (2) define executive and legislative measures needed to promote and protect the interest of solo parents and their children; and (3) assess the effectiveness of programs designed for disadvantaged solo parents and their children;
- (b) Coordinate the activities of various governmental and nongovernmental organizations engaged in promoting and protecting the interests of solo

parents and their children; and

(c) Monitor the implementation of the provisions of this Act and suggest mechanisms by which such provisions are effectively implemented.

**Section 13. Implementing Rules and Regulations.** - An interagency committee headed by the DSWD, in coordination with the DOH, DECS, CHED, TESDA, DOLE, NHA, and DILG is hereby established which shall formulate, within ninety (90) days upon the effectivity of this Act, the implementing rules and regulations in consultation with the local government units, nongovernment organizations and people's organizations.

**Section 14. Appropriations.** - The amount necessary to carry out the provisions of this Act shall be included in the budget of concerned government agencies in the General Appropriations Act of the year following its enactment into law and thereafter.[lawphil.net](http://lawphil.net)

**Section 15. Repealing Clause.** - All laws, decrees, executive orders, administrative orders or parts thereof inconsistent with the provisions of this Act are hereby repealed, amended or modified accordingly.

**Section 16. Separability Clause.** - If any provision of this Act is held invalid or unconstitutional, other provisions not affected thereby shall continue to be in full force and effect.

**Section 17. Effectivity Clause.** - This Act shall take effect fifteen (15) days following its complete publication in the Official Gazette or in at least two (2) newspaper of general circulation.

Approved.

(Sgd.) JOSEPH EJERCITO ESTRADA

President of the Philippines

**APPENDIX XII**  
**REPUBLIC ACT 9262**  
**(ANTI-VIOLENCE AGAINST WOMEN AND THEIR CHILDREN ACT OF 2004; SEC. 43)**

**Section 43. Entitlement to Leave.** - Victims under this Act shall be entitled to take a paid leave of absence up to ten (10) days in addition to other paid leaves under the Labor Code and Civil Service Rules and Regulations, extendible when the necessity arises as specified in the protection order.

**APPENDIX XIII**  
**REPUBLIC ACT 9710**  
**"THE MAGNA CARTA OF WOMEN"**

**Section 18. Special Leave Benefits for Women.**- A woman employee having rendered continuous aggregate employment service of at least six (6) months for the last twelve (12) months shall be entitled to a special leave benefit of two (2) months with full pay based on her gross monthly compensation following surgery caused by gynecological disorders.

Republic of the Philippines  
**DEPARTMENT OF LABOR AND EMPLOYMENT**  
Intramuros, Manila

DEPARTMENT ORDER NO. 112-11  
Series of 2011

**GUIDELINES GOVERNING THE IMPLEMENTATION OF THE SPECIAL LEAVE BENEFITS FOR WOMEN EMPLOYEES IN THE PRIVATE SECTOR**

Pursuant to Section 21 (B) of the implementing Rules and Regulations of Republic Act 9710, otherwise known as the "Magna Carta of Women", the following guidelines relative to the application of the special leave benefits for women is hereby issued for the guidance and compliance of all concerned.

**Section 1. Definition of terms** - As used in these Rules, the following terms shall mean:

- (a) Special leave benefits for women refers to a female employee's leave entitlement of two (2) months with full pay from her employer based on her gross monthly compensation following surgery caused by gynecological disorders, provided that she has rendered continuous aggregate employment service of at least six (6) months for the last 12 months. This two-month leave is in addition to leave privileges under existing laws.
- (b) Gynecological disorders, refers to disorders that would require surgical procedures such as, but not limited to, dilatation and curettage, and those involving female reproductive organs such as the vagina, cervix, uterus, fallopian tubes, ovaries, breast, adnexa and pelvic floor, as certified by a competent physician. For purposes of the Act and the Rules and Regulations of this Act, gynecological surgeries shall also include hysterectomy, ovariectomy, and mastectomy.

**Section 2. Conditions to entitlement of special leave benefits** - Any female employee, regardless of age and civil status, shall be entitled to a special leave, provided she has complied with the following conditions:

- (a) She has rendered at least six (6) months continuous aggregate employment service for the last twelve (12) months prior to surgery;
- (b) She has filed an application for special leave in accordance with Section 3 hereof.

(c) She has undergone surgery due to gynecological disorders as certified by a competent physician.

**Section 3. Application for special** - The employee shall file her application for leave with her employer within a reasonable period of time from the expected date of surgery, or within as may be provided by company rules and regulations or by collective bargaining agreement.

Prior application for leave shall not be necessary in cases requiring emergency surgical procedure, provided that the employer shall be notified verbally or in written form within a reasonable period of time and provided further that after the surgery or appropriate recuperating period, the female employee shall immediately file her application using the prescribed form.

**Section 4. Availment** - Special leave shall be granted to the qualified employee after she has undergone surgery, without prejudice to an employer allowing an employee to receive her pay before or during the surgery.

**Section 5. Benefits** - The employee is entitled to full pay for two months based on her gross monthly compensation. Gross monthly compensation refers to the monthly basic pay plus mandatory allowances fixed by the regional wage boards.

**Section 6. Non-commutation of benefits** - This special leave shall be non-cumulative and non-convertible to cash unless otherwise provided by a collective bargaining agreement (CBA).

**Section 7. Enforcement and monitoring** - The labor Inspectorate of the DOLE Regional Offices shall be responsible for the enforcement and monitoring of this Guidelines.

**Section 8. Transitory Provision** - Subject to the provisions of Section 2 herein, female employees who have taken a leave of absence following surgery for gynecological disorder on or after 15 September 2009 are entitled to the special leave benefits for women.

**Section 9. Effectivity** - This Guidelines shall take effect fifteen (15) days after its publication in a newspaper of general circulation.

Manila, Philippines, March 11, 2011.

(Sgd.) ROSALINDA DIMAPILIS-BALDOZ

Secretary

**APPENDIX XIV**  
**REPUBLIC ACT 6728**  
**GOVERNMENT ASSISTANCE TO STUDENTS**  
**AND TEACHERS IN PRIVATE EDUCATION ACT**

**CHED MEMORANDUM ORDER NO. 03, SERIES 2012**  
**ENHANCED POLICIES, GUIDELINES, AND PROCEDURES GOVERNING INCREASES IN TUITION AND OTHER**  
**SCHOOL FEES, INTRODUCTION OF NEW FEES, AND FOR OTHER PURPOSES**

RA 6728 and regulations such as CHED Memorandum Order (CMO) 13, s. 1998 and CMO 3, s. 2012 (supplanting CMO 13 s 1998), which require HEIs, for every incremental tuition increase, to allocate 70 percent of the increase for the payment of salaries, wages, allowances and other benefits of teaching and non-teaching personnel; 20 percent for the improvement and/or acquisition of facilities, or modernization of buildings, equipment, libraries, laboratories and other similar facilities and the payment of other costs of operation; and 10 percent for the return on investment for the HEIs if they are stock corporations, otherwise, the remainder is to be utilized for the operations of the HEI.

**APPENDIX XV**  
**REPUBLIC ACT NO. 7877**  
**AN ACT DECLARING SEXUAL HARASSMENT UNLAWFUL**  
**IN THE EMPLOYMENT, EDUCATION OR TRAINING ENVIRONMENT,**  
**AND FOR OTHER PURPOSES**

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

**Section 1. Title.** - This Act shall be known as the "Anti-Sexual Harassment Act of 1995."

**Section 2. Declaration of Policy.** - The State shall value the dignity of every individual, enhance the development of its human resources, guarantee full respect for human rights, and uphold the dignity of workers, employees, applicants for employment, students or those undergoing training, instruction or education. Towards this end, all forms of sexual harassment in the employment, education or training environment are hereby declared unlawful.

**Section 3. Work, Education or Training -Related, Sexual Harassment Defined.**  
- Work, education or training-related sexual harassment is committed by an employer, employee, manager, supervisor, agent of the employer, teacher, instructor, professor, coach, trainor, or any other person who, having authority, influence or moral ascendancy over another in a work or training or education environment, demands, requests or otherwise requires any sexual favor from the other, regardless of whether the demand, request or requirement for submission is accepted by the object of said Act.

(a) In a work-related or employment environment, sexual harassment is committed when:

- (1) The sexual favor is made as a condition in the hiring or in the employment, re-employment or continued employment of said individual, or in granting said individual favorable compensation, terms of conditions, promotions, or privileges; or the refusal to grant the sexual favor results in limiting, segregating or classifying the employee which in any way would discriminate, deprive or diminish employment opportunities or otherwise adversely affect said employee;
- (2) The above acts would impair the employee's rights or privileges under existing labor laws; or
- (3) The above acts would result in an intimidating, hostile, or offensive environment for the employee.

(b) In an education or training environment, sexual harassment is committed:

- (1) Against one who is under the care, custody or supervision of the offender;
- (2) Against one whose education, training, apprenticeship or tutorship is entrusted to the offender;
- (3) When the sexual favor is made a condition to the giving of a passing grade, or the granting of honors and scholarships, or the payment of a stipend, allowance or other benefits, privileges, or consideration; or

(4) When the sexual advances result in an intimidating, hostile or offensive environment for the student, trainee or apprentice.

Any person who directs or induces another to commit any act of sexual harassment as herein defined, or who cooperates in the commission thereof by another without which it would not have been committed, shall also be held liable under this Act.

**Section 4. Duty of the Employer or Head of Office in a Work-related, Education or Training Environment.** - It shall be the duty of the employer or the head of the work-related, educational or training environment or institution, to prevent or deter the commission of acts of sexual harassment and to provide the procedures for the resolution, settlement or prosecution of acts of sexual harassment. Towards this end, the employer or head of office shall:

(a) Promulgate appropriate rules and regulations in consultation with and jointly approved by the employees or students or trainees, through their duly designated representatives, prescribing the procedure for the investigation of sexual harassment cases and the administrative sanctions therefor.

Administrative sanctions shall not be a bar to prosecution in the proper courts for unlawful acts of sexual harassment.

The said rules and regulations issued pursuant to this subsection (a) shall include, among others, guidelines on proper decorum in the workplace and educational or training institutions.

(b) Create a committee on decorum and investigation of cases on sexual harassment. The committee shall conduct meetings, as the case may be, with officers and employees, teachers, instructors, professors, coaches, trainers, and students or trainees to increase understanding and prevent incidents of sexual harassment. It shall also conduct the investigation of alleged cases constituting sexual harassment.

In the case of a work-related environment, the committee shall be composed of at least one (1) representative each from the management, the union, if any, the employees from the supervisory rank, and from the rank and file employees.

In the case of the educational or training institution, the committee shall be composed of at least one (1) representative from the administration, the trainers, instructors, professors or coaches and students or trainees, as the case may be.

The employer or head of office, educational or training institution shall disseminate or post a copy of this Act for the information of all concerned.

**Section 5. Liability of the Employer, Head of Office, Educational or Training Institution.** - The employer or head of office, educational or training institution shall be solidarily liable for damages arising from the acts of sexual harassment committed in the employment, education or training environment if the employer or head of office, educational or training institution is informed of such acts by the offended party and no immediate action is taken.

**Section 6. Independent Action for Damages.** - Nothing in this Act shall preclude the victim of work, education or training-related sexual harassment from instituting a separate and independent action for damages and other affirmative relief.

**Section 7. Penalties.** - Any person who violates the provisions of this Act shall, upon conviction, be penalized by imprisonment of not less than one (1) month nor more than six (6) months, or a fine of not less than Ten thousand pesos (P10,000) nor

more than Twenty thousand pesos (P20,000), or both such fine and imprisonment at the discretion of the court.

Any action arising from the violation of the provisions of this Act shall prescribe in three (3) years.

**Section 8. Separability Clause.** - If any portion or provision of this Act is declared void or unconstitutional, the remaining portions or provisions hereof shall not be affected by such declaration.

**Section 9. Repealing Clause.** - All laws, decrees, orders, rules and regulations, other issuances, or parts thereof inconsistent with the provisions of this Act are hereby repealed or modified accordingly.

**Section 10. Effectivity Clause.** - This Act shall take effect fifteen (15) days after its complete publication in at least two (2) national newspapers of general circulation.

Approved:

(Sgd.) EDGARDO J. ANGARA  
President of the Senate

(Sgd.) JOSE DE VENECIA, JR.  
Speaker of the House of Representatives

This Act is a consolidation of House Bill No. 9425 and Senate Bill No. 1632 was finally passed by the House of Representatives and the Senate on February 8, 1995.

(Sgd.) EDGARDO E. TUMANGAN  
Secretary of the Senate

(Sgd.) CAMILO L. SABIO  
Secretary General  
House of Representatives

Approved: February 14, 1995

(Sgd.) FIDEL V. RAMOS  
President of the Philippines

## APPENDIX XVI

### GRIEVANCE AND DISCIPLINARY POLICIES AND PROCEDURES

Grievance and disciplinary procedures provide frameworks for maintaining effective working relationships and conditions, and high standards of conduct and performance; thus, must be viewed in a constructive light.

Grievance procedures are different from disciplinary procedures, the main difference lies in the direction and level of handling. A grievance is laid at a lower level and handled by a higher level, while discipline is applied from higher to lower level, never vice versa. Although the line between the two sometimes can become blurred (e.g. a grievance leading to a disciplinary action), the two procedures should remain distinguishable.

As a matter of policy, structures for guaranteeing fair, reasonable, and just mechanisms shall exist for resolving grievance and disciplinary issues arising between DLSHSI faculty/ASP and its officials/administrators, whether full-time or part-time, tenured or probationary.

#### A. GRIEVANCE POLICIES AND PROCEDURES

##### General Considerations

Faculty members/ASP have the right to seek redress of any grievance or complaint following established policies and procedures on grievances.

Faculty members/ASP are encouraged to pursue informal means of resolution, whenever possible, before invoking the grievance process set forth in this document. All parties are expected to demonstrate a willingness to resolve the grievance at the lowest possible level, and to abide by all determinations made during the course of the grievance process.

Grievants shall be assured freedom from reprisal for the filing of their grievance in good faith, but may be subject to disciplinary action if it is determined that the grievance has been filed in bad faith or with malice.

If, during the grievance process, a counter-grievance is brought, such complaint should be heard strictly in chronological order. Likewise, where a grievance can lead to a disciplinary action, the grievance procedure must first be completed before the disciplinary procedure is invoked. It must be emphasized that is entirely inappropriate and unacceptable for a grievant to be disciplined for bringing a valid grievance.

##### A.1. GRIEVANCE

Grievance - a written complaint lodged by a faculty/ASP against an academic administrator or another faculty member/ASP, acting in an official capacity, whose action/inaction or decision is believed to have deprived the faculty/ASP of a right or privilege, or have affected, directly/adversely, the faculty/ASP's personal and professional well-being, AND which can be corrected/remedied by DLSHSI or its relevant Unit.

#### A.2. FILING A GRIEVANCE

A faculty member/ASP with **grievance against another faculty/ASP within his/her Department/Unit** shall present the grievance to the faculty's Department Chair/ASP's Unit Head.

A faculty member/ASP with **grievance against another faculty/ASP NOT in his/her Department/Unit, OR with grievance against the Department Chair/Unit Head, a Department/Unit policy or procedure or the application thereof** shall present the grievance to the Dean/Director.

A faculty member/ASP with **grievance against the Dean/Director, a College policy/procedure or the application thereof** shall present the grievance to the Vice Chancellor for Academics (VCA).

A faculty member/ASP with **grievance against the VCA, an Academic Division's policy/procedure or the application thereof** shall present the grievance to the DLSHSI President.

**TO FILE A GRIEVANCE**, the faculty member/ASP must submit a written, signed grievance to the appropriate administrator or the next-higher superior (NOT the respondent or a party to the grievance) **within 30 working days** that the grievant knew or have known the wrongful action/decision. Failure to meet filing deadlines may be cause for refusal to consider the grievance.

The **GRIEVANCE** must contain the following information:

- a. the factual basis for the grievance
- b. the date of the action/decision which is the subject of the complaint, or the date the grievant became aware of such action/decision
- c. facts/documents relevant to the grievance, including names of witnesses and efforts, if any, to address the issue prior to filing the grievance
- d. the person(s) against whom the grievance is filed ("respondent")
- e. the redress or remedy sought by the grievant

### A.3. INFORMAL RESOLUTION

Although NOT a prerequisite for the use of the Grievance Procedure set forth in this document, disputants are encouraged, as early as possible, to make earnest effort to settle amicably the dispute and begin to move forward through informal channels of grievance resolution (e.g. conciliation, mediation). Such informal, voluntary, and consensual process aims to re-establish lines of communication and reach a **written, mutually agreed grievance resolution** without having to go through a formal process such as the Grievance Procedure.

The Department Chair/Unit Head or the appropriate next-higher superior shall confer with the parties and make reasonable effort to informally resolve the grievance, **within 5 working days**, to the satisfaction of the grievant and the respondent.

Such non-legalistic conciliatory meeting shall be private and confidential. All parties shall be asked to sign a confidentiality agreement.

If a mutually agreeable resolution is reached, then the grievance is closed and the process is terminated. Informal resolutions are NOT eligible for appeal. Thus, upon grievance resolution, all records of the grievance shall be expunged from the respondent's record.

If informal dispute resolution has been unsuccessful and the grievant chooses to proceed through formal procedures, a **written request for a formal hearing must be submitted within 48 hours of such conciliation meeting**. Failure to submit such a request will constitute a waiver of the grievant's right to pursue the complaint.

### A.4. ADHOC GRIEVANCE COMMITTEE

#### A.4.1. Mandate and Purpose

The Ad Hoc Grievance Committee shall be an advocate for the grievance process and shall remain neutral on the merits of the grievance.

The Committee shall conduct a full inquiry into the grievance in accordance with the Academic Division's grievance procedure, and present its findings and recommendations to the Vice Chancellor for Academics.

Before commencing grievance proceedings, the Committee shall determine, among others, whether:

- a. the grievance has met the time requirements set out in the grievance process (i.e. no later than 30 working days after the grieved issue became known to the grievant)
- b. the complaint presents a specific grievable issue
- c. the grieved issue has substantial impact on the grievant
- d. respondent(s) to the grievance is/are properly and correctly named

- e. substantial and credible evidence exists to support the grievance

N.B. If the Committee finds the grievance deficient, the grievant shall be advised in writing to revise and resubmit. Failure to **resubmit a revised grievance within 5 working days** after receipt of the NOTICE OF DEFICIENCY ends the grievance.

#### A.4.2. Committee Membership

The Ad Hoc Grievance Committee shall be no fewer than three (3) but not more than five (5) members. It shall be composed of the following:

- a. One tenured Faculty Association officer duly designated by the DLSHSI Faculty Association and acceptable to both grievant and respondent.
- b. One tenured Full-Time faculty whose academic rank is at least equal to the grievant/one tenured ASP whose seniority is at least equal to the grievant, selected by the grievant and acceptable to the respondent.
- c. One tenured Full-Time faculty whose academic rank is at least equal to the respondent/one tenured ASP whose seniority is at least equal to the respondent, selected by the respondent and acceptable to the grievant.

#### General Principles

- a. In case the complainant and the respondent cannot agree on a mutually acceptable member of the Grievance Committee, the Dean/Director or the appropriate next-higher superior shall appoint, in the exercise of his/her prerogative, a substitute/replacement within 48 hours.
- b. The Dean/Director or the appropriate next-higher superior shall have the discretion and prerogative to augment, in consultation with and approval of all parties, the Grievance Committee membership which may include a subject matter expert, or persons representing special fields or a particular profession, as needed for competent grievance review.
- c. The Grievance Committee shall NOT include faculty members/ASP who hold an administrative position (i.e. Department Chair/Unit Head, Director, or above).
- d. Any prospective Committee member deemed to have relevant bias and/or potential conflict of interest/commitment may choose NOT to serve as Grievance Committee member. It shall be the obligation of the prospective member to disclose any relevant bias and/or conflict of interest/commitment.

appropriate next-higher superior. Frivolous use of the right to challenge, however, may result in disciplinary action.

- f. The Grievance Committee shall select a CHAIR from among its members. The Committee, through its Chair, shall establish ad hoc Rules of Procedure to the extent not defined by the grievance process set forth in this document (e.g. order and decorum, member responsibilities, quorum, voting, hearing procedures, schedules, time allotments, evidentiary matters, documentation, etc.), and any other guidelines consistent with the requirements of due process and equitable protection of all parties involved in the grievance.

#### A. 5. GRIEVANCE PROCESS

Grievances shall be resolved through a formal hearing process, unless resolved informally.

- a. Upon receipt of the formal (written, signed) complaint OR a written request to a formal hearing (after attempt to informally resolve the complaint failed), the Dean/Director or the appropriate next-higher superior shall **constitute an Ad Hoc Grievance Committee within 48 hours**.
- b. The Ad Hoc Grievance Committee shall administer the grievance procedures as expeditiously as possible, and **submit its findings and recommendations within 10 working days**, unless the Committee determines that an extension of NOT more than 5 working days is warranted due to compelling and/or extenuating circumstances.
- c. Upon receipt of the Committee's findings and recommendations, including remedy for the grievant, the Dean/Director or the appropriate next-higher superior shall **decide the grievance within 5 working days**.
- d. All parties shall then be **informed in writing of the Dean/Director's or the appropriate next-higher superior's decision within the next 48 hours**, and notified of their right to appeal. If an appeal is NOT filed, the Human Resource Management shall be provided a copy of the decision for inclusion in the faculty/ASP's personnel file.
- N.B. The grievance process is meant to be remedial rather than punitive. Hence, sanction or reprimand are unacceptable remedies for a grievance. Such measures are available **ONLY** in a disciplinary process.

#### Process and Timelines

Every reasonable effort should be made to complete the grievance process within the time frames set forth herein.

GRIEVANCE PROCESS TIME LINE		
Day 0	Grievance Occurred	
By Day 30	Formal Grievance Filed	
By Day 35	Informal Resolution explored	OR
By Day 37		Formal Hearing sought
By Day 39		Ad Hoc Grievance Committee convened
By Day 49		Ad Hoc Committee Report submitted
By Day 54		Complaint disposed of by the Dean/Director or the appropriate next-higher superior
By Day 56		Notice of Disposition sent
By Day 61		Appeal submitted to VCA/DLHSI President
By Day 71		Final Decision reached
By Day 73		Notice of Final Decision sent

#### A.6. PROCEDURAL RULES

- a. The Grievance Committee shall ensure that both the complainant and the respondent are afforded a fair and equitable process and that the proceedings, which are non-legal, are carried out within the framework of good faith and collegiality.
- b. The grievance process is NOT a formal judicial proceeding and does NOT require participation of legal counsels.
- c. Only grievances NOT appropriate for mediation (i.e. those in which one of the parties to the grievance disagrees with the informal resolution process; those in which informal resolution is NOT an option; or those NOT resolved through mediation) shall be heard by the Grievance Committee.
- d. Formal action on the grievance may not be postponed except upon meritorious grounds.
- e. The time frames set forth in the grievance process may be extended by mutual agreement or the showing of good cause for extension by one of the parties.
- f. In so far as possible, the hearings shall be conducted during regular work days/hours, with release time for all parties/persons involved.

#### A.7. THE GRIEVANCE COMMITTEE REPORT

The Grievance Committee's Report shall be advisory to the Dean/Director or the appropriate next-higher superior, and does not bind him/her to a particular Grievance Committee finding or recommendation.

The Grievance Committee Report shall include the following:

- a. Summary of the charge and evidence(s)
- b. Statement of the finding of the facts
- c. Conclusions, recommendations, and/or specific remedies required
- d. Rationale for the recommendations and/or remedies
- e. Other pertinent comments about policies, procedures, and practices that may have contributed to the conflict, and/or recommended changes that might prevent such conflict from arising in the future.

N.B. The Committee may provide information, separate from the Grievance Report, on issues arising from the grievance that were not adequately/appropriately addressed by existing applicable rules, policies, and procedures of DLSHSI or its relevant Unit.

#### A.8. APPEAL

The parties to the grievance have the right to appeal the decision of the Dean/Director or the appropriate next-higher superior. Appeals must allege either a prejudicial violation of procedural safeguards, and/or inadequate consideration of evidence presented during the hearing.

- a. A written appeal must be filed with the VCA or the DLSHSI President (when the VCA is involved), within 5 working days of receipt of the NOTICE OF DISPOSITION (i.e. decision of the Dean/Director or the appropriate next-higher superior). Failure to appeal within the prescribed time shall be deemed acceptance of the decision.
- b. If an appeal is filed, the decision on the grievance shall NOT be implemented.
- c. Within 10 working days of receipt of the appeal, the VCA/DLSHSI President shall, at his/her discretion, hear the appeal in person, OR convene an APPEALS PANEL (whose members have had no direct involvement/participation in the grievance) to review the appeal, investigate, and render a decision to uphold, modify, or rescind the original ruling.
- d. No new information or evidence may be submitted unless relevant to the appeal and was previously unavailable despite due diligence in obtaining such evidence.
- e. The decision of the VCA/Appeals Panel, with the concurrence of the DLSHSI President, OR the President's decision is final and concludes the grievance

means that the evidence makes the allegation more likely true than not true, or has greater weight on the issue.

- h. In cases of multiple respondents, the grievance may be heard by one Committee; however, a respondent may petition for a separate hearing upon a showing of good cause.
- i. NO new allegations may be introduced into the hearing. Issues NOT raised in the written grievance shall NOT be considered.
- j. Strict or formal rules of evidence need NOT be followed. However, the relevance and admissibility of evidence shall be decided by the Committee. Either party has the right of access to all evidences presented.
- k. The hearings are confidential/private in nature, unless both parties agree on an open/public hearing.
- l. All parties and participants to the grievance are obligated to maintain confidentiality before, during, and after the process. Failure to comply may result in disciplinary action. A breach in confidentiality, however, shall NOT invalidate the grievance proceedings.
- m. All information and records related to the grievance proceedings (both informal and formal) shall be kept confidential to the degree permitted by law or by operation of the grievance process set forth in this document, unless waived in writing by the concerned parties.
- n. All hearings shall be recorded. A written transcript may be requested but the privacy of confidential records used in the hearing shall be respected.
- o. All proceedings shall be in writing and these shall include, not only the complaint but also answers, memoranda, recommendations, and consequent decision. Minutes of these proceedings should be signed by all parties present. Original records of all proceedings shall be kept in the possession of the Dean/Director or the appropriate next-higher superior and shall be a part of the official employment file of the faculty/ASP.
- p. A party may elect NOT to appear, in which case the hearing shall be held in ex parte.
- q. Ex parte communication with members of the Grievance Committee shall be prohibited unless a written consent is given by the absent party. However, the Grievance Committee retains its right to deliberate with neither party present.
- r. The parties may, at any time during the grievance process, reach a mutually agreed resolution to the grievance. The Grievance Committee, after being notified of the consensual resolution in writing by the grievant, shall issue a memorandum to all parties regarding the termination of the grievance. Any such notice of termination is final and closes the grievance.

process. NOTICE OF THE FINAL DECISION shall be forwarded to concerned parties and to the Human Resource Management **within 48 hours**.

## B. DISCIPLINARY POLICIES AND PROCEDURES

### General Considerations

Faculty members/ASP are expected to become familiar with the performance criteria for their job, as well as with established rules/policies/procedures, and standards of conduct established by DLSHSI or its relevant Unit. A disciplinary procedure is a means by which these rules/policies/procedures are observed and standards maintained.

DLSHSI has the inherent right to discipline a faculty/ASP for cause (i.e. misconduct or incompetency) in accordance with institutional policies/procedures and applicable laws. Thus, any faculty member/ASP who fails to fulfill the responsibilities set out by such performance criteria, established rules/policies/procedures, and standards of conduct shall be subject to disciplinary action but entitled to due process, appeal and redress rights.

### B.1. DISCIPLINARY ACTION

**Disciplinary action – a formal action against the faculty/ASP for an alleged offense, including but not limited to misconduct, unsatisfactory work performance, or dereliction of duty, AND primarily aimed at maintaining standards of work or behavior.**

### B.2. FILING OF DISCIPLINARY ACTION (Complaint/Charge)

The faculty/ASP's immediate superior or next higher-level superior in the absence of the former shall have the authority to initiate any disciplinary action against a faculty/ASP whenever an offense is committed. The general principle for the taking of disciplinary action is that the faculty/ASP's superior is responsible for maintaining discipline and performance standards.

Any faculty/ASP or other non-teaching staff who wishes to lodge a complaint against a faculty/ASP must refer the complaint to the faculty/ASP's immediate superior or next higher-level superior in the absence of the former who shall determine if the nature of the complaint warrants disciplinary action.

**TO FILE A DISCIPLINARY ACTION**, the appropriate administrator (complainant) must submit a written, signed complaint to the Vice Chancellor for Academics **within 30 working days** that the complainant knew or have known about the alleged offense. Failure to meet filing deadlines may be cause for refusal to consider the complaint.

The **DISCIPLINARY ACTION** should include the following information:

- a. statement of the complaint; reference to any relevant criteria, policies/procedure, and standards
- b. detailed description of the incident, conduct, or performance that led to the charge; date, time, and place of occurrence
- c. supporting documents, names of witnesses
- d. name of the faculty/ASP against whom the complaint is being made (respondent)
- e. previous attempts, if any, to resolve the matter prior to the filing of the complaint
- f. any other relevant information

### B.3. INFORMAL RESOLUTION

Whenever appropriate, formal disciplinary procedure is best preceded by informal discussions or other available administrative remedies.

If the complaint is appropriate for informal resolution, the Vice Chancellor for Academics (VCA) shall seek to informally address the complaint or develop a settlement between parties. Consent to this process shall NOT be deemed as an admission of the alleged offense.

The informal resolution process (IRP) should be completed within five (5) working days of receipt of the complaint unless additional time is needed with agreement by ALL parties.

The complaint is considered RESOLVED when both parties agree that no further action is necessary. The agreement/settlement shall be recorded in writing and signed by the charging administrator, the accused faculty/ASP, and the VCA. Informal resolutions are not eligible for appeal.

Upon complaint resolution, all records of the complaint shall then be expunged from the respondent's record.

However, either party, at any time during the informal process, can close/end the IRP and invoke the formal resolution process (FRP); in which case, a written request for a formal hearing must be submitted within 48 hours of such informal meeting. Moreover, if FRP is invoked, the VCA may impose interim measures as necessary or appropriate.

N.B. All statements during the course of the IRP are confidential but can be disclosed to appropriate parties if the disciplinary action proceeds to FRP.

#### B.4. AD HOC DISCIPLINE COMMITTEE

##### B.4.1. Mandate and Purpose

The Ad Hoc Disciplinary Committee shall be an advocate for the disciplinary process and shall remain neutral and objective throughout the process.

The Committee shall conduct a full inquiry on the complaint in accordance with the disciplinary procedures set forth in this document, and present its findings and recommendations to the Vice Chancellor for Academics.

Prior to the commencement of formal investigation, the Committee shall determine, among others, whether:

- a. the complaint has met the time requirements set out in the disciplinary process (i.e. **no later than 30 working days** after the offense/violation became known to the complainant)
- b. the complaint relates to a breach of the standards of conduct and/or performance
- c. the person named in the complaint is a faculty/ASP of DLSHSI
- d. substantial and credible evidence exists to support the complaint

N.B. If the Committee finds the complaint deficient, the respondent shall be advised in writing to revise and resubmit. Failure to **resubmit a revised complaint within 10 working days** after receipt of the Notice of Deficiency ends the disciplinary action.

##### B.4.2. Committee Membership

On receipt of a formal complaint, the Vice Chancellor for Academics shall initiate the disciplinary process by **convening an Ad Hoc Discipline Committee within 48 hours**, having the same composition and selection process and principles as that of the Ad Hoc Grievance Committee (refer to A.4.2).

#### B. 5. DISCIPLINARY PROCESS

Disciplinary actions shall be resolved through formal disciplinary procedures unless resolved informally, when appropriate.

- a. On receipt of the formal (written and signed) disciplinary action OR a written request for a formal hearing (after attempt to informally resolve the complaint failed), the Vice Chancellor for Academics (VCA), shall **constitute an Ad Hoc Discipline Committee within 48 hours**.

- b. **Within 5 working days**, the Committee, after reviewing the case, shall make a determination to open or not the complaint for a formal investigation based on the available evidence.

- c. If the Committee determines that there is merit for opening an investigation, the Committee shall send, **within 48 hours** after such decision is made, send a **NOTICE OF DISCIPLINARY ACTION** to the accused faculty/.ASP (respondent) stating among others that a disciplinary action was received and will be investigated, and with a copy of the formal complaint and other relevant materials enclosed. The respondent shall be asked to acknowledge receipt for the NOTICE. If the Committee concludes that there is **NO** ground to proceed with the disciplinary action, a recommendation shall be made to dismiss the complaint without prejudice to its refiling.

- d. **Within 10 working days** of receipt of the NOTICE, the respondent is required to submit a **written response** to the allegation set forth in the complaint.

If the respondent fails/refuses to file his/her answer to the formal complaint without justifiable cause, he/she shall be considered to have waived his/her right thereto, and a formal investigation shall commence.

- e. After receipt of the written response from the respondent, the Committee shall carry out the **formal complaint investigation**, and has **30 working days** to complete its findings and submit a formal **REPORT** to the VCA, unless an **extension of NOT more than 15 working days** is warranted due to compelling and/or extenuating circumstances.

The respondent may at any stage in the investigation elect to admit the allegation; in which case, the Committee shall terminate its investigation and proceed to the determination of the disciplinary and/or remedial measures.

- f. The VCA shall review the Disciplinary Committee REPORT and render a **formal decision** on the complaint, **within 10 working days**, to include a statement of disciplinary and/or remedial measures and the right to appeal against the decision. The VCA may consult the HRM Director and/or DLSHSI legal counsel prior to the issuance of the his/her decision.

- g. Copies of the VCA's decision shall be forwarded, **within 48 hours**, to all parties and to the faculty/ASP's immediate superior.

- h. The VCA's decision shall be final, unless appealed.

#### Process and Timelines

Every reasonable effort should be made to complete the disciplinary process within the time frames set forth herein.

DISCIPLINARY PROCESS TIME LINE			
Day 0	Offense committed		
By Day 30	Formal Disciplinary Action Filed		

By Day 35	Informal Resolution explored		
	OR		
By Day 37	Formal Hearing sought		
By Day 39	Ad Hoc Grievance Committee convened		
By Day 44	Preliminary review conducted		
By Day 46	Notice of Disciplinary Action issued		
By Day 56	Written response to complaint submitted		
By Day 86	Ad Hoc Committee Report submitted		
By Day 96	Complaint disposed of by the VCA		
By Day 98	Notice of Disposition sent	OR	
By Day 103		Appeal submitted to DLSHSI President	
By Day 113		Final Decision reached	
By Day 115		Notice of Final Decision sent	

#### Procedural privileges and Protections

The Disciplinary Committee, at the minimum, shall provide procedural privileges and protections to the faculty/ASP charged with an offense, and which shall be applied fairly and consistently.

- a. Written notice of the alleged offense and any document submitted as evidence, in advance of the formal hearing.
- b. Opportunity to respond in writing to the complaint
- c. Investigation (hearing) before the Discipline Committee in which the administrator seeking action (complainant) bears the burden of proof, with recommendation for disciplinary sanction
- d. Written notice of the disciplinary measure (sanction) with explanation for the sanction and/or any corrective measure recommended.
- e. Opportunity to appeal against the disciplinary decision, OR to grieve the imposed disciplinary measure
- f. Reasonable and appropriate efforts to protect/restore the reputation of the faculty/ASP found NOT guilty of an alleged offense; and appropriate remedies if the faculty/ASP was disciplined inappropriately.

#### B.7. DISCIPLINARY COMMITTEE REPORT

The Disciplinary Committee Report shall include, among others:

- a. finding for the allegation as to whether, by a preponderance of the evidence or clear and convincing evidence, there is probable cause to believe that there was a disciplinary violation
- b. reference to any relevant standards of performance or conduct the faculty/ASP must conform to the specific incident, conduct, course of conduct, work performance, or other basis for the sanction
- c. the sanction to be imposed and its effective date
- d. implications of repeated offences, wherever applicable
- e. the recommended corrective measure, if any, to address the violation/offense at issue

#### B.8. APPEAL

Disciplinary sanctions resulting in suspension without pay or termination may be appealed by the erring faculty/ASP pursuant to the procedures as set forth in Section A.8.

If the appeal is successful, the faculty/ASP shall be entitled to payment of full backwages, and/or immediate reinstatement to the same position under the same terms and conditions prevailing prior to dismissal. Moreover, other benefits shall be credited back to the date of suspension or dismissal.

## B.9. OFFENSES AND SANCTIONS

### General Considerations

The list of offenses set forth herein is by no means exhaustive, and the sanctions shall apply to offenses depending whether consummated, frustrated, or attempted.

Anyone who forces or induces another faculty/ASP to commit an offense, or who aids and abets the commission of an offense shall be subject to the same sanction as if he/she committed the offense.

### B.9.1. OFFENSES

The list is NOT exhaustive since it is not possible to anticipate all infractions that might occur.

In cases involving an offense NOT specifically included herein, the Vice Chancellor for Academics shall determine the appropriate sanction by comparing/aligning the offense with those on the list which contain same or substantially similar elements.

<b>MINOR OFFENSES</b>
1. Being late without justification, having unexcused/unauthorized absence or leave; unauthorized undertime/overtime or leave extension
2. Committing simple courtesy or dishonesty during work hours or within DLSHSI premises
3. Displaying uncooperative behavior
4. Loitering or loafing during work hours
5. Smoking anywhere except in designated smoking areas
6. Violating regulations on the use of/wearing of IDs
7. Refusing to submit to, failing to meet College/DLSHSI security requirements
<b>LESS SERIOUS OFFENSES</b>
1. Conducting personal business during work hours, including selling of goods or other merchandise, tickets, or services
2. Committing disorderly behavior (e.g. quarrelling, playing practical jokes/pranks, engaging in horseplay) that cause disturbance in the workplace
3. Engaging in rumor-mongering
4. Violating rules and regulations relative to health, sanitation, cleanliness and safety, which does not cause substantial damage/injury to DLSHSI personnel and property
<b>SERIOUS OFFENSES</b>
1. Being grossly inefficient, negligent in the performance of official duties (e.g. unjustified failure to submit reports/grades/exams when so required,

attend official College functions, meetings/seminars after confirming attendance etc.)
2. Abandoning teaching assignment during work hours
3. Unjustly possessing/misusing exam papers, test materials, and results
4. Failing/refusing to disclose outside professional activities, conflict of interest and conflict of commitment
5. Using the time, materials, DLSHSI equipment to do unauthorized work within DLSHSI
6. Borrowing money directly or indirectly from students, parents, clients
7. Engaging in unauthorized solicitation of contributions from students or colleagues to raise funds; or circulating unauthorized petitions inside DLSHSI premises
8. Taking/drinking alcoholic or intoxicating beverages during work hours or while inside school premises
9. Gambling, lottery betting, playing any game of chance, watching gambling activities (including on-line) whether within DLSHSI premises or during official business functions.
10. Bullying (including cyberbullying), sexting, harassing, verbally assaulting, intimidating, coercing co-employees and students by reason of race, religion, ethnicity, disability, sexual orientation, etc.
11. Using obscene, profane, vile, or indecent language/gesture
12. Posting/exhibiting obscene pictures/caricatures, or possession of pornographic materials at any time inside school and in social media
13. Intentionally initiating or causing to be initiated a false report, warning, or threat of fire, explosion, or other emergency on DLSHSI premises
14. Unauthorized posting, removing, tampering, or mutilating official posted notices, announcement or similar matter
15. Negligently using school property, causing minor injury or damage thereto
16. Possessing stolen DLSHSI property
<b>GRAVE OFFENSES</b>
1. Breaching employment contract
2. Violating ethics of the profession, including committing plagiarism or other forms of intellectual dishonesty and research misconduct
3. Committing serious act of insubordination and/or defiance by word or deed
4. Making slanderous or libelous statements, engaging in destructive criticism meant/intended to harm, damage, or destroy the reputation, prestige, or other legitimate interests of DLSHSI or any of its Units in the presence of students, associates, parents, and other stakeholders
5. Engaging in unauthorized use of the name of the DLSHSI, its property or other resources, records, documents, or instrument of identification for personal gain and purposes
6. Failing to report to proper authority within a reasonable time any workplace accident, loss or damage to DLSHSI property particularly those under his/her accountability
7. Soliciting/accepting money, contributions, or anything of value as consideration for a job, work assignment, or condition
8. Contracting loans/cooperative money without the approval of the Institute and authorized representative/s.
9. Reporting to work under the influence of alcohol or prohibited drugs.

10. Engaging in vandalism, malicious mischief, sabotage and hacking
11. Provoking/instigating fight, assaulting or inflicting slight body injury to any DLSHSI personnel at any time inside DLSHSI premises except in defense of one's life or DLSHSI property
12. Rioting, aiding, abetting, encouraging or participating in a mob action inside DLSHSI premises
13. Creating public scandal that tarnish the reputation of the DLSHSI or any of its Units
14. Organizing groups whose goals and purposes are inconsistent with the mission and core values of the DLSHSI
15. Abetting, influencing, coercing or otherwise inducing any DLSHSI personnel to violate or cover up any violation of DLSHSI rules, policies and regulations
16. Committing acts of disloyalty against the interests of DLSHSI
<b>VERY GRAVE OFFENSES</b>
1. Abandoning employment
2. Accepting appointment in any other institution utilizing his/her official time (in case of Full-Time/Full-Time A (College of Medicine) faculty/ASP)
3. Committing/conniving to commit fraud (by forging/falsifying/tampering of official grades or any other official academic or personal data记录/document/report/receipt)
4. Misrepresenting personal academic or professional qualifications/achievements regardless of intention, misrepresenting facts/information in any official transaction, or making false representation on behalf of DLSHSI or its personnel for personal interest or gain
5. Committing perjury or giving of false testimony under oath in the course of investigative proceedings or administrative investigations
6. Releasing/disclosing confidential or restricted information/matters, unless the disclosure is expressly authorized or is required by law
7. Committing robbery, theft (of property or services), or unauthorized possession or removal of any property/record from DLSHSI premises
8. Committing malversation of funds
9. Possessing, using, trafficking, or pushing prohibited drugs or their substitutes in any form or quantity
10. Bringing or possessing firearms, explosives, or other deadly weapons not necessarily used as work tools
11. Being grossly negligent in the use of school property resulting in major damage/injury thereof, or causing loss of lives
12. Hazing, assaulting, or inflicting serious personal injury to DLSHSI personnel, student, or other individual inside or outside the school premises during office hours
13. Committing sexual harassment, sexual exploitation, lasciviousness, and other forms of sexual misconduct inside or outside the school premises during office hours
14. Being finally convicted for any crime, in accordance with the law and penal procedure
15. Engaging in disgraceful and immoral conduct as stipulated in the Code of Professional Ethics for Professional Teachers, Manual of Regulation for Private Higher Education and CHED Policies, Standards and Guidelines.

### B.9.2. SANCTIONS

#### General Considerations

- As a matter of policy, DLSHSI adheres to the tenets of **progressive discipline**, an approach where sanctions incrementally increase each time same or similar offense/violation is committed.  
Progressive discipline is meant to be a corrective and constructive tool, rather than a punitive measure. It is applied for offenses that do not justify serious discipline in the first instance.
- The **disciplinary measures (sanctions)** shall apply to all erring faculty members/ASP irrespective of status, rank/position, or nature of work performed. These rules are in effect under these circumstances:
  - While they are inside the premises of the institution;
  - While they are outside the premises of the institution but on official time; and
  - While they are outside the premises of the institution and NOT on official time, BUT the incident in which they are involved is connected with their profession
- A sanction against an erring faculty/ASP CANNOT be imposed without prior notification of the charges and a reasonable opportunity to be heard and defend himself/herself against the charges
- Any disciplinary measure taken against an erring faculty/ASP shall be covered by an appropriate memorandum (i.e. NOTICE of DISCIPLINE) which shall be placed in his/her employment file for future reference.
- Same or similar violation must be given the same or similar sanction. However, the College(Unit)/DLSHSI reserves the right to impose a sanction LOWER than that prescribed in the Discipline Matrix, or to impose a MORE SEVERE sanction regardless of whether the offense is the faculty member's first, second, third, or fourth depending on the presence or absence of mitigating or aggravating circumstances attendant to the commission of the offense.
- Only one sanction shall be imposed for one offense. However, where a single act may constitute two or more offenses, the sanction for the more serious offense shall be imposed in its maximum.
- Any decision to escalate disciplinary measure to a higher level of discipline or to bypass one or more steps in the disciplinary matrix, depending on the severity and impact of the offense, needs prior approval from the Vice Chancellor for Academics.
- The imposed sanction (from written warning to dismissal) shall be WITH prejudice to demotion in rank/step of the erring faculty member/ASP.

- i. In case of loss or damage to school property due to the fault of the faculty/ASP, he/she may be required to pay wholly or partially for the amount or value of the loss or damage caused. The payment may be through out-of-pocket or salary deduction.
- j. The sanction imposed upon an erring faculty/ASP on the basis of the Discipline Matrix is without prejudice to the right of DLSHSI to commence appropriate civil/ criminal suit or administrative case whenever so warranted by attendant circumstances.
- k. Any disciplinary measure imposed can be challenged through the grievance procedure. However, an erring faculty/ASP, during their probationary period, are not eligible to grieve a dismissal sanction under this Policy.

#### Prescription of Sanction

Upon completion of the disciplinary procedures set out in this document, the sanction shall be implemented or enforced **within a 12-month period**, EXCEPT for the imposition of dismissal or termination of employment, which shall NOT prescribe.

Such prescriptive period shall commence from the time the erring faculty/ASP is informed in writing of the findings and/or decision on the offense and the corresponding sanction.

After this prescription period has lapsed with the sanction not being implemented, the sanction can no longer be enforced. Likewise, the reckoning period for a higher degree of sanction for repeated offenses is any 12-month period.

#### Preventive Suspension

Preventive suspension is NOT a penalty in itself but merely a measure of precaution.

Pending investigation for disciplinary action, **preventive suspension of NOT more than 30 days** may be imposed, with prior approval from DLSHSI President, **ONLY when the erring faculty/ASP's continued presence poses a serious and imminent threat to the life of his/her colleagues or property of DLSHSI or its relevant Unit**. Thus, the nature or gravity of the charge shall NOT be made the basis for placing the erring faculty/ASP under preventive suspension.

The erring faculty/ASP employee placed under preventive suspension is NOT entitled to payment of salaries and other benefits, **ONLY when the suspension is VALID**. If the suspension is illegal/invalid/unfounded, the faculty/ASP shall be entitled to payment of salaries and other benefits during the entire period of illegal suspension.

If the period of preventive suspension needs to be extended, the faculty/ASP **MUST**, during the period of extension, receive salaries and other benefits due him/her.

In the event the faculty/ASP is dismissed after completion of the hearing, he/she shall NOT be bound to reimburse the salaries and other benefits received during the period of extension.

#### Disciplinary Measures (Sanctions)

The **discipline matrix** provided herein is intended as a means of last resort. Thus, whenever possible, any offense/violation shall be settled before resorting to the strict application of the matrix. However, mediation of disciplinary issues does not preclude the imposition of disciplinary measures.

While deciding on a disciplinary measure (sanction), the following should be taken into account:

- a. Nature and gravity of the offense, and whether the offense is intentional or inadvertent, committed maliciously or for gain, or was a repeat violation
- b. Potential effect/injury the offense has caused or may cause.
- c. Presence of **aggravating** (e.g. injury/harm, prominence of the position/ scope and level of responsibilities, prior disciplinary history) or **mitigating** circumstances (e.g. willingness to accept responsibility and acknowledge wrongdoing)
- d. Consistency and proportionality of the sanction

Based on the infraction (offense), the following are the recommended disciplinary measures:

1. **WRITTEN WARNING** - an official advise to the faculty/ASP on the nature of the offense/violation. The warning, **acknowledged and signed** by the erring faculty/ASP, should also contain identified corrective action(s), implementation timeline, and the consequences if corrective action(s) is/are not realized and/or if the same or other offenses/violations reoccur.

Prior to issuing the written warning, the erring faculty/ASP's **immediate superior or next-higher superior** in the absence of the former must discuss with the Vice Chancellor for Academics (VCA) and/or Human Resource Management (HRM) Director the complaint, the appropriate disciplinary and corrective actions.

If the offense/violation addressed by the written warning is repeated and/or additional problems occur **within a 12-month period**, the disciplinary measure (sanction) may progress to a final written warning, or unpaid suspension.

A single offense/violation, however, may be so severe as to merit an immediate final warning or suspension. As noted above, discussions with the VCA and/or HRM Director should be undertaken prior to taking disciplinary measures at higher levels (e.g. final written warning, unpaid suspension, and dismissal).

2. **SUSPENSION** - a written statement of suspension shall include among others the beginning and ending dates, and precise terms of suspension (e.g. loss of some normal faculty/ASP privileges, voting rights, fund administration, etc),

Suspensions of not more than 5 days (in which the erring faculty/ASP is NOT to report to work/relieved of work assignments) shall NOT be paid under the "NO WORK, NO PAY" principle.

The suspended faculty/ASP should NOT be in the workplace except when prior clearance is secured from the VCA, and should NOT conduct any business on behalf DLSHSI or its relevant Unit.

3. **DISMISSAL** - an erring faculty/ASP is dismissed for just cause. A dismissal can occur without progressive discipline for causes as defined in *Section B.9.1 (Very Grave Offenses)*.

Prior to dismissal, the VCA and/or HRM Director shall review all complaint-related information/documentation to ensure that the dismissal with cause is warranted.

The dismissed faculty/ASP should meet the requirements of all clearance procedures.

#### B.9.3. REMEDIAL MEASURES

Whenever disciplinary sanctions are imposed, appropriate remedial measures shall be provided in order to identify and pre-empt causes of misconduct or unsatisfactory work performance, and to empower the faculty to address/manage issues affecting his/her behavior, action, or performance.

SANCTIONS	REMEDIAL MEASURES
Written warning	Corrective counseling by Department Chair/Unit Head
1-day suspension	Dialogue with the Director/ Dean
3-days suspension	Dialogue with the Vice Chancellor for Academics
5-days suspension	Refer for professional assistance
Termination	Commence dismissal proceedings

\*\*\* nothing follows \*\*\*

PROGRESSIVE DISCIPLINE MATRIX					
Category of Offenses (Infractions)	DISCIPLINARY MEASURES (SANCTIONS)*				
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>
MINOR	Written warning	1-day suspension	3-days suspension	5-days suspension	Dismissal
LESS SERIOUS	1-day suspension	3-days suspension	5-days suspension	Dismissal	
SERIOUS	3-days suspension	5-days suspension	Dismissal		
GRAVE	5-days suspension	Dismissal			
VERY GRAVE	Dismissal				

\* Oral reprimands, oral admonitions, oral counseling are NOT considered disciplinary measures

## APPENDIX XVII

### COACHING AND MENTORING PROGRAM OF AMSAI

#### Section 1. Scope

These policy guidelines intend to guide the Marga Special Academic Institution (AMSAI) - Maharlika, Inc. in effectively organizing the structure of the mentoring program and in managing its implementation.

The program will initially focus only on teachers who have been teaching subjects not their field of specialization and those teachers who have been in the service with less than three (3) years of teaching experience.

#### Section 2. Definition of Terms

**Mentoring** refers to the professional developmental relationship between a more experienced teacher (mentor) and a less experienced partner (mentee). This covers the teaching-learning development of the Elementary to Secondary education levels.

A **Mentor** is a specialist teacher, major in the learning area/filed, and with at least three (3) of teaching experience. He/she provides technical assistance (mentoring) to prepare the mentee to become competent teacher in both content and teaching strategies.

A **Mentee** is a teacher with no specialization (i.e., who is not a major in the assigned learning area) or has less experience three (3) years below in teaching the learning area or subject and has voluntarily submitted oneself for the mentoring activities.

#### Section 3. Policy Statement

These policy guidelines provide a mechanism in the institutionalization of a mentoring program the guides the journey of a mentor and a mentee providing an avenue for mentors to share their expertise and for mentors to become effective learners.

The mentor-mentee relationship shall be based on trust, confidentiality, mutual respect and sensitivity. The mentoring program shall strive to develop, capacitate, empower, and improve the teaching competence of the mentee to make teaching more effective to achieve higher learning outcomes.

This program shall be incorporated in AMSAI's SIP and AIP to ascertain its implementation.

#### Section 4. Procedures

The Mentoring and Coaching Program is intended to promote the sharing information, transmission of skills and competencies, and experiences between the mentor and the mentee. The focus of sharing is to prepare the mentee to become a competent teacher in both content and teaching strategies. Correspondingly, the program is designed to promote a culture of a collaborative learning environment.

#### A. Mechanics of the Mentoring and Coaching Program

The program requires the mentor and mentee to work together and provide each other sufficient feedback to ensure that specific teaching-learning objectives are achieved. It likewise requires constant and sustained interactions among the mentor and the mentee, with the latter acquiring an increasing degree of competence. Interest, and self-confidence in teaching the subject matter.

#### B. Implementation Guide

The following objectives, actions or strategies, and tools are the suggested implementation guide in conducting the mentoring program:

OBJECTIVES	ACTIONS/ STRATEGIES
1. Identify target mentees	Meeting with the mentees Orientation of the Mentoring and Coaching Program (MCP) Tool: Minutes of Meeting
2. Assess the mentee's teaching skills	Self-assessing by the mentee Identifying areas for improvement Tool: Minutes of Meeting
3. Draft mentoring schedule	Crafting of mentoring schedule by the mentor and mentee Tool: Minutes of Meeting, Mentoring Design/Plan
4. Assess the mentee's lesson plan and instructional materials (IMs)	Assessing the plan and IMs by the mentor Providing alternatives to improve the plan and IMs (if any) and other technical assistance (TA) Tool: Plan Evaluation Scale
5. Observe mentee's classes	Conducting class observations (face-to-face, online, or blended) by the mentor Tool: Teaching Evaluating Scale
6. Provide feedback	Conducting class observation process by the mentor and mentee, including TA and support provisions Tool: Monitoring and Evaluation Documentations
7. Monitor mentee's progress	Monitoring of the performance of the mentee through formal and/or informal meetings/ discussions and observations Tools: Teacher Mentoring Log, M&E Documentation
8. Submit mentoring completion report	Crafting and submitting the report by the mentor to the School Head and Division EPS for next steps such as technical assistance and CB provisions Tools: Mentoring and Coaching Completion Report

### C. The Mentor and Mentee : Qualifications and Roles

The following provides the basic qualifications or characteristics and the roles of the mentors and the mentees:

MENTOR	MENTEE
<b>QUALIFICATIONS</b>	
Completed a Bachelor's Degree in Education, major in the learning area/field (except for Mother Tongue subject), or any degree related to the learning area with Teacher Profession Education	Teaching the learning area but a non-major of the field or has less teaching experience (i.e. 5 years or below)
At least three (3) years of teaching experience in the learning area, regardless of position	Willing to learn and grow professionally to become a competent and effective teacher
Possesses a track record of excellent instructional practice, and at least Very Satisfactory performance rating	Possesses the desire to excel given the opportunities and appropriate training.
Must have conducted demonstration teaching and/or must have been a learning facilitator of at least one (1) training or workshop from any government level	Must be a team player, can work with the mentor and in a team
Must have a good working attitude and personality. Must be patient and willing to spend time in performing responsibilities that include adequate time to interact with the mentee	Must have a strong desire to learn new and/or further develop existing skills and abilities
Must be understanding and supportive of the mentee. Must understand and support the development needs and should encourage the mentee to accept the challenges and to overcome difficulties	Any teacher who voluntarily submits oneself for the mentoring activities

MENTOR	MENTEE
<b>ROLES</b>	
<p>Teacher's teacher—must make the mentee learn the skills and knowledge to make him perform his/her teaching task successfully.</p> <p>Mentor's mentor - must be able to help and develop teacher to become mentors later and thereby cascade the learnings</p> <p>Counselor—must establish an trusting and open relationship with the mentee by promoting confidentiality and respect</p> <p>Motivator—must inspire the mentee to succeed by providing encouragement, support, and incentives to make him/her perform better.</p> <p>Adviser—must help the mentee develop professional interest and set realistic career goals that will uplift the equality of learning outcome.,</p>	<p>Self-evaluator—must determine the extent of support he/she need from the mentor. (he/she decides the degree of the mentoring relationship i.e., on the amount of independence and guidance needed.)</p> <p>Learner—must demonstrate what he/she learned. He/she must also:</p> <ul style="list-style-type: none"> <li>• Be on time</li> <li>• Establish goals based on needs</li> <li>• Be prepared</li> <li>• Be an active listener</li> <li>• Maintain confidentiality</li> <li>• Recognize the importance of the mentor's time</li> <li>• Have a willingness to request and act on feedback</li> <li>• Follow through with recommendations</li> </ul>

### D. Forms for Documentation of Meeting and Visitations

The following shall be used for the MCP:

1. **Minutes of Meeting.** Meeting conducted will allow for documenting experiences, achievements, challenges, or problems encountered and suggested solutions, especially on content and pedagogy, mentoring processes, and other important issues/concerns.
2. **Plan Evaluation Scale.** This provides for the comments of the mentor on the plan for instructional delivery of the mentee. Specific comments on the correctness of concepts and the pedagogical approaches to elicit the intended student's learning outcomes are generated. A copy of the actual plan will contain the comments of the mentor.
3. **Teaching Evaluation Scale.** In cases when the mentor needs to observe the mentee doing the teaching using any modality, this proposed tool could be utilized on evaluating the mentee in terms of knowledge of the subject matter, curriculum, students' understanding, instructional strategies, and learning assessment.

4. **Teacher Mentoring Log.** This form provides detailed information on the mentor's observation related to topics discussed, activities undertaken, his/her comments, problems identified, and suggested solutions with specific attention to contents and pedagogical approaches.

#### 5. **Mentoring and Coaching Documentation Forms**

A. **Design Template** is used as the plan for the conduct of actual mentoring, through coaching activity and serves as a guide in the process

B. **Monitoring and Evaluation Documentation** Worksheet serves to track and document the results of sessions to ensure that incremental improvements in competencies and relevant details about the process are noted; and

C. **Completion Report** details the M&E results which are used for decision-making about the effectiveness of the coaching intervention at the individual and office/school level, how best to provide supporting mechanisms so that coaching can deliver expected improvements and how to nurture and capitalize on the benefits gained from coaching.

#### E. Terms of Reference: Key Players' Roles and Responsibilities

1. School Head/ Principal
  - Gives full support to the program by encouraging the mentors and mentees to participate
  - Facilitates the commitment signing between the mentor and mentee in the school
  - Monitors the activities of the mentor
  - Observes and evaluates the performance of the mentee

#### Section 5. Monitoring and Evaluation

The overall approach in monitoring the program requires a system-wide effort of coordination by all key players—from the Regional Office to the school level. Such coordination calls for periodic conduct of meetings, gathering feedback, submission of reports, among others, and providing necessary support, especially by the key officials to allow the mentors and mentees to achieve the objectives of the program.

## APPENDIX XVIII

### INSTRUCTIONAL LEADERS DEVELOPMENT PROGRAM

#### POLICIES, STANDARDS AND GUIDELINES

The Ananda Marga Special Academic Institution strongly supports the professional growth and development of its Instructional Leaders (IL). In this regard, ILs are expected to continuously develop professionally and personally through graduate studies and participation in conferences, seminars, workshops, and training programs.

**Instructional Leaders (ILs)** are academic supervisory personnels who lead learning communities, in which staff members meet on a regular basis to discuss their work, collaborate to solve problems, reflect on their jobs, and take responsibility for what students learn. This position includes (but not limited to): School Principal, Assistant Principal, Subject Department/Unit Head, and Academic Head.

#### I. Graduate Studies (Master's or Doctorate Degree) / Certificate Courses

##### General Policies and Standards

1. All ILs are REQUIRED to obtain their graduate degrees. However, enrollment in the certificate courses of undergraduate ILs shall only be allowed after obtaining the Master's Degree.
2. The graduate/certificate courses enrolled in must be aligned to their fields of specialization, or any related programs duly recommended by the Planning and Development Officer for Administration and Governance, and approved by the VP for Administration and Finance.
3. The graduate/certificate courses should not interfere with the supervisory responsibilities of the ILs. However, in some exceptional cases, the ILs could make the necessary arrangements with the department through their Department Chairs as to their schedules duly approved by the Director concerned. However, supporting documents should be presented to justify the reasons for the said arrangements.

##### Guidelines (Standard Operating Procedures)

###### New Applicants:

1. Submit a Letter of Intent addressed to the Members of the Aca-

ademic Planning and Development Committee through the VP for Administration and Finance.

Note: Only full-time ILs who have rendered three (3) years of service are entitled to avail of this educational subsidy.

2. If approved, enroll in their desired graduate/post-graduate courses.
3. Prepare the Payment Requisition Slip (PRS), and IL Application for Educational Benefit Form, if the IL concerned intends to avail of the subsidy a photocopy of the Certificate of Registration, and Official Receipt for reimbursement. (Note: Those who have an ongoing Graduate Studies, proceed to Item No. 3 under New Applicants section.)

## II. Participation in Professional Programs and Activities

### General Policies and Standards

1. The activities (conferences, seminars, workshops, and training programs conducted institutionally, regionally, nationally, or internationally) are directly related to the IL's fields of specialization.
2. The Department and its patrons/staff would benefit from the activities to be attended.
3. The activities give every member of the department equal right and opportunity to participate and attend the said professional programs and activities.
4. The ILs may attend a number of activities as the need of the department arises and that budget for that purpose is still available as determined by the Academic Affairs Development Committee duly approved by the President. It covers the registration, accommodation, transportation, and other expenses. In terms of the transportation, a minimum of three (3) participants/attendees are required before a subsidized transportation is provided. In the event that the full time permanent ILs have been invited as guest speakers in an international conference to be held outside the country, an additional budget (subject to the availability of funds) of \$150 (Asia) and \$300 (other countries in the world) shall be added as their contingency allowance.

5. These activities should not interfere with the ILs' academic supervisory responsibilities. However, in some exceptional cases, the ILs could make the necessary arrangements prior to the said activities.
6. The ILs shall pay for the amount equivalent to the budget allotted for them in the event that they have confirmed their participation but failed to attend.

### Guidelines (Standard Operating Procedures)

1. Submit the accomplished letter of intent for Participation in Professional Programs and Activities to the committee at least a month before the activities. Preferably, attach the Event Memorandum/ Circular/ Program/Invitation. In case of a short notice of the activities, the ILs may shoulder first all the expenses and reimbursement of such shall be secured as long as proper documentation and replenishment/liquidation are done.
2. Wait for the decision/recommendation after three (3) days (maximum) of the Academic Affairs Development Committee.
3. If approved, prepare the Payment Requisition Slip (PRS) and Cash Advance Form (CAF) together with the No. 1 items, Registration Form/Fee, and other projected expenses.
4. Submit to the Finance Department duly endorsed by the VPFA the Liquidation Report and Photocopy of the Certificate of Attendance/Participation and Photocopy of the Hand- outs or photos related to the conference and other portfolios three (3) days after the activities.
5. Echo the seminar as scheduled and submit report of the outcomes of the training and seminar.

## III. Participation in the Mid-Year and Year-End Workshops and Other Team-Building Activities

### General Policies and Standards

1. All ILs of the Department are strongly encouraged to participate in the Year-End Workshops and Other Team Building or Departmental-related Activities scheduled during the semester/term/school year.

2. The full-time ILs are fully aware that they are allotted a maximum of **Php5,000.00 every year** (as per Finance Policies, Standards and Guidelines). Should there be cases when the expenses exceed from the budget allotted, the faculty members/ASF shall shoulder the said excess amount if they still want to join in the said activity.
3. The ILs shall pay for the amount equivalent to the budget allotted for them in the event that they have confirmed their participation but failed to join.

#### **Guidelines (Standard Operating Procedures)**

1. Confirm with the Department Director the participation in the activity set for the semester/school year.
2. Wait for the details of the activity and acknowledge receipt of such information.
3. File an Official Business Form endorsed by the Planning and Development Committee Head and approved by the VPAA.

## **APPENDIX XIX**

### **POLICY ON VIDYA AWARDS FOR SERVICE EXCELLENCE OF THE ANANDA MARGA SPECIAL ACADEMIC INSTITUTION**

The Ananda Marga Special Academic Institution (AMSAI) - Maharlika, Inc. hereby establishes its own employee recognition and incentive awards system for service excellence, termed "Vidya Awards". The Policy shall apply to all officials and employees of Ananda Marga Special Academic Institution (AMSAI)-Maharlika, Inc. including teachers and the administrative support personnel.

#### **Section 1. Philosophical Background**

**Vidya** is a Sanskrit Term which means "real knowledge" - that which is goaded towards realization of one's highest potential in the physical, mental and spiritual spheres of existence. Vidya serves as the torch light which exemplifies the ideals that every AMSAI educator and school community helper shall strive to achieve in guiding their learners.

#### **Section 2. Basic Policies**

**2.1 Essential Features.** The Vidya Awards shall be designed to encourage creativity, innovativeness, efficiency, integrity and productivity in the education service by recognizing and rewarding officials and employees, individually or in groups, for their suggestions, inventions, superior accomplishments and other personal efforts which contribute to the efficiency, economy, or other improvement in school operations, or for other extraordinary acts or services in the school community interest. It values inclusivity as a way of life by embracing people of diverse background and treating all equitably and without discrimination to create an enabling environment free from barriers, prejudices, or preferences.

**2.2 Basis of Providing Incentives.** The Vidya Awards shall adhere to the principles of providing incentives and awards based on the performance, innovative ideas and exemplary behavior of AMSAI officials and employees, regardless of age, appointment status, gender, gender identity, sex, sexual orientation, civil status, social status, family responsibility, income class, race, ethnicity, religion, political affiliation, physical condition, union affiliation, political conviction, religious belief or any other characteristic specified.

**2.3 Monetary and Non-Monetary Awards.** AMSAI Vidya Awards shall provide both monetary and non-monetary awards and incentives

to recognize, acknowledge and reward productive, creative, innovative and ethical behavior of employees through formal and informal mode. For this purpose, the Vidya Awards shall encourage the grant of non-monetary awards. Monetary awards shall be granted only when the suggestions, inventions, superior accomplishments, and other personal efforts result in monetary savings which shall not exceed 20% of the savings generated.

**2.3 Mandatory Five Percent (5%) Allocation for Human Resource Development.** At least 5% of the HRD Fund shall be allocated for the Vidya Awards and incorporated in the School's annual Operation and Financial Plan.

### Section 3. Objectives

#### 3.1 General Objectives

To encourage, recognize and reward employees, individually or in groups, for their suggestions, innovative ideas, inventions, discoveries, superior accomplishments, heroic deeds, exemplary behavior, extraordinary acts or services in the interest of the school community and other personal efforts which contribute to the efficiency, economy and improvement in institutional operations, which lead to organizational productivity. The School, in making any Human Resource decision or any related decision shall ensure that no person is discriminated against, nor any person is unduly favored on account of their sex and gender, age, civil status, physical characteristics and attributes, religion, belief, creed, race, family background, political affiliation, socio-economic standing and other attributes that violates the principles of equality, equity and fairness.

#### 3.1 Specific Objectives

The specific objectives of Vidya awards are as follows:

- 3.1.1 to establish a mechanism for identifying, selecting, rewarding and providing incentives to deserving employees at every academic year;
- 3.1.2 to identify outstanding accomplishments, best practices of employees on a continuing basis;
- 3.1.3 to recognize and reward accomplishments and innovations periodically or as the needs arises; and
- 3.1.4 to provide incentives and interventions to motivate employees who have contributed ideas, suggestions, inventions, discoveries, superior accomplishments and other personal efforts.

### Section 4. Definition of Terms

Notwithstanding as may be provided in relevant laws, rules and regulations, the following terms are hereby defined as used in this Manual:

**4.1 Award** – recognition which may be monetary or non-monetary conferred on an individual or a group of individuals for ideas, suggestions, inventions, discoveries, superior accomplishments, exemplary behavior, heroic deeds, extraordinary acts or services in the public interest which contribute to the efficiency, economy, improvement in government operations which lead to organizational productivity.

**4.2 Discovery** – uncovering of something previously existing but found or learned for the first time which will improve public service delivery.

**4.3 Idea type contribution** – refers to an idea, a suggestion, or discovery for improvement to effect economy in operation, to increase production and improve working conditions.

**4.4 Incentive** – monetary or non-monetary motivation or privilege is given to an official or employee for contributions, suggestions, inventions, ideas, satisfactory accomplishment, or demonstration of exemplary behavior based on agreed performance standards and norms of behavior.

**4.5 Invention** – the creation of something previously non-existent which will benefit the government.

**4.6 Performance type contribution** – refers to performance of an extraordinary act or service in the public interest in connection with or related to one's official employment; or outstanding community service or heroic acts in the public interest; or sustained work performance for a minimum period of one year which is over and above the normal position requirement of the individual or group.

**4.7 Suggestion** – idea or proposal which improves work performance, systems and procedures and economy in operations that will benefit the government.

**4.8 System** – the School awards and incentives program for its officials and employees.

### Section 5. Constitution and Composition of the Vidya Award Committee

The Vidya Award Committee shall be constituted to screen and recommend eligible candidates for the Awards. This Committee will ensure efficiency, wide participation and transparency in all processes, the following System guidelines, and will compose the following:

- 5.1 School President or his/her authorized representative
- 5.2 Head of Finance Unit or equivalent
- 5.3 Head of Human Resource Management Office
- 5.4 Committee Head on Academic and Non-Academic Personnel Evaluation Board

#### **Section 6. AMSAI Vidya Awards**

- 6.1 Outstanding Teacher**
- 6.2 Outstanding Unit Supervisor**
- 6.3 Outstanding Club Moderator**
- 6.4 Outstanding Non-Teaching Personnel**

**6.5 Gawad ng President Award (for specific achievements)** – shall be given in recognition to an “extra-ordinary achievement” that is successfully implemented an idea that contributed to the efficiency and economy of individual, functional division’s productivity, or improvement in operations or in the welfare of co-employees.

**6.6 Quarterly Rewards and Recognition** – AMSAI establishes a culture of employee engagement where everyone are given equal opportunity to be recognized in their day-to-day experience which offer them meaning, impact and appreciation. Almost any simple act of achievement is recognized and appreciated as the School emphasizes a culture of recognition. Concerned Functional Offices shall send letter of recommendation to the Vidya Awards Committee for approval and proper recording and issuance of certificate codes.

**6.6.1 Abtik Award** – given outright to official/s and or employee/s commended by clients/superior/top management and or functional units for their courtesy, promptness, efficiency, and dedication to duty in the previous quarter. The following shall be considered for Abtik Award but not limited to:

- i. Prompt submissions of reports.
- ii. Most Punctual and perfect attendance. Personnel who consistently reports to the office on time, without undertime and with the best attendance every quarter duly nominated by the top management validated by the HRM Unit.
- iii. The personnel with the complete attendance in the flag ceremonies.
- iv. Wearing of the prescribed uniform.

v. Active participation to School activities/conferences. This shall be given to employee for actively participating in activities for/ with complete attendance

vi. Most punctual in School activities.

**6.6.2 Hawud Award**– shall be given to official/s and or employee/s in recognition for the following:

- i. Complete, accurate (validated data), and reliable submission of reports.
- ii. Exemplary behavior based on the following norms of conduct:
  - 1. Commitment to public interest.
  - 2. Professionalism.
  - 3. Justness and sincerity.
  - 4. Responsiveness to clientele.
  - 5. Simple living.
- iii. Excellence in performing duty.
  - 1. Noteworthiness of outstanding performance/ contribution/ s
  - 2. Impact of performance/achievements
  - 3. Reliability and effectiveness
  - 4. Consistency of performance
  - 5. Client satisfaction
- iv. An employee has exhibited any act courage and selflessness to the extent of risking one’s own life.

**6.5.3 Good House-Keeping Award** – shall be given to AMSAI official/s and or employee/s whose physical areas of responsibility are well-maintained and follow good office/classroom-keeping practices as defined by the principles of 7S of good housekeeping, such as, Sort, Systematize, Sweep, Sanitize, Sustain, Safety, Security which have been consistently observed within the screening period.

**6.7 Such other awards** – any award duly approved by the President upon the recommendation of the Vidya Awards Committee.

#### **SECTION 7. TYPES OF INCENTIVES**

AMSAI continuously search, screen and reward deserving officials and employees to motivate them to improve the quality of their performance and instill excellence in public service. As such, the following types of incentives shall be regularly awarded:

**7.1 Loyalty Cash gift and Incentive** – All employees who have rendered 5, 10, 15, 20, 25, and 30 years and every five (5) years thereafter of credited service shall be given plaque during the AMSAI Foundation Week celebration. The years service for the said award shall start from the date the employee was employed Full-time. (As per Faculty/ASF Manual V. 1.0 S. 2021 Chapter VII Part H—Service Loyalty Award)

Number of Years of Credited Service	Loyalty Token	Amount (Php)
5 years	shall be determined by the Vidya Awards Committee duly approved by the President	2,000—2,999
10 years		3,000—3,999
15 years		4,000—4,999
20 years		5,000—6,000
25 years		6,000—7,000
30 years		10,000
35 years	shall be determined by the Vidya Awards Committee duly approved by the President	7,000—7,999
40 years		8,000—9,000

#### Section 8. Forms of Awards and Incentives

The awards and incentives under the Vidya Awards System shall be as follows:

**8.1 Compensatory Time-Off** - granted to an employee, regardless of salary, who has worked beyond his/her regular office hours without overtime pay

**8.2 Gliding Flexi Time** - work arrangement allowed for all employees who may report to office as early as 7:00 am - 9:30 am, until 4:00 pm - 6:30 pm; or a total of 8 hours a day, as in the implementation of flexible working hours for non-teaching employees.

**8.3 Salu-salo Together** - meal/snacks hosted by the President/Director/chiefs of functional units for employee/s who have made significant contributions.

**8.4 Personal Growth Opportunities** - incentives which may be in the form of attendance in conferences on official business and other learning opportunities.

**8.5 Other incentives** - incentives in kind which may be in the form of cellular phones, communication allowance, recognition posted on AMSAI website, or newsletter to employees of AMSAI who perform significant contribution to the School and shall be appropriate for the position held.

#### Section 9. Schedule of Amounts of the Vidya Awards Monetary Incentives and Trophies

In addition to the Plaque of Recognition provided for under this Policy, subject to availability of funds, and accounting and auditing rules and regulations, the Schedule of Monetary Incentives to be provided annually shall be as follows:

Type of Awards	Amount of Incentives (Php)/Reward
Outstanding (Teacher/Supervisor/Non-Teaching Personnel/Club Moderator) Award	2,000 each awardee
Abtik Award	Certificate of Recognition
Hawud Award	Certificate of Recognition, token of any amount provided by officials of AMSAI
Gawad ng President Award (for specific achievements)	Plaque of Recognition and/or any token/amount subject to the discretion of the President
Good Housekeeping Award	Certificate of Recognition
Loyalty and Service Awards	Please refer to Section 7, 7.1
Salu-salo Together	No specific amount from any person in a functional division who will share for a "salu-salo" in a functional division.
Professional Growth Opportunities	
- Attendance in conferences	Fully paid registration and per diems
- Learning opportunities	Fully paid attendance in short-term courses for technical enhancement, managerial upgrading, and supplementary intervention to further improve capability to serve better
- Scholarship Opportunities	Nomination to sponsoring agencies; travel/ leave on official time
Other awards	Monetary awards or benefits shall be determined by the Vidya Awards Committee duly approved by the President

# CONFORME

To: **The Director**  
Ananda Marga Special Academic Institution

By signing below, I certify that I have received a copy of the Senior High School Faculty Manual (SY 2021 - 2024).

I attest that I have read and understood all provisions contained herein, and hereby subscribe and agree to conform to and abide by its provisions.

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Signature over PRINTED Name

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Date:

ANANDA MARGA SPECIAL ACADEMIC INSTITUTION  
**AMSAI STALWART LIONS**

