

Title:

Non v. Judge Dames II, 264 Phil. 98 (1990)

Facts:

1. **Petitioners' Enrollment and Actions**: Ariel Non, Rex Magana, Alvin Agura, Normandy Occiano, and others were students at Mabini Colleges, Inc. in Daet, Camarines Norte. In the preceding semester (1987-1988), these students either led or participated in student mass actions protesting against the school, although the specific grievances were unclear in the pleadings.
2. **Exclusion from Re-Enrollment**: Upon attempting to enroll for the academic year 1988-1989, the students were denied readmission by the school.
3. **Initiation of Legal Action**: The students filed a petition in the Regional Trial Court (RTC) seeking an order for their readmission. The trial court dismissed their petition, citing the precedent set by *Alcuaz v. PSBA*, which interpreted the student-school contract as expiring at the end of each semester.
4. **Motion for Reconsideration**: The students moved for reconsideration of the RTC's decision, but this was denied on February 24, 1989. The denial reiterated the *Alcuaz* doctrine and added that the students were given opportunities to air their grievances.
5. **Petition for Certiorari**: The students then filed a petition for certiorari with the Supreme Court (SC), praying for a preliminary mandatory injunction. Initially, the case was referred to the Court of Appeals (CA). However, the CA identified pure questions of law and referred the case back to the SC.
6. **Proceedings in the Supreme Court**: The SC's Third Division referred the case to the Court en banc. Upon acceptance, the Court required several rounds of comments and replies from both parties before deeming the case submitted for resolution.

Issues:

1. **Whether the *Alcuaz* doctrine, which treats a student's enrollment as terminating after one semester, should be overturned.**
2. **Whether the denial of re-enrollment violated the students' rights to due process and freedom of speech and assembly.**
3. **Whether the school's academic freedom includes the right to refuse re-enrollment without due process, especially under the alleged "termination of contract" theory.**

4. **Whether students with academic deficiencies can be denied re-enrollment.**
5. **Whether the procedural due process standards for disciplinary actions were observed.**

Court's Decision:

1. **Overturning the Alcuaz Doctrine:**

- The Court held that the contract between the school and student is not ordinary but imbued with public interest. This relationship is continuous unless terminated for cause, aligning with Section 9 of the Education Act of 1982 (BP 232), which grants students the right to continue their course up to graduation barring academic deficiencies or disciplinary violations.

2. **Students' Constitutional Rights:**

- It reaffirmed that students do not shed their constitutional rights at the school gate. The Court indicated that participating in mass actions in itself, without further misconduct, could not be a valid reason for non-re-enrollment.

3. **Academic Freedom and Due Process:**

- While schools have the academic freedom to set standards, this freedom does not extend to arbitrarily denying students' rights without due process. The rejection of re-enrollment must be supported by valid and clear grounds, and procedural due process must be fully observed.

4. **Handling of Academic Deficiencies:**

- The Court made it clear that four students with failing grades must be given another opportunity, provided they are further evaluated to determine if they satisfy the school's academic standards. The school must have established clear academic standards and consistently followed them.

5. **Due Process in Disciplinary Actions:**

- The Court emphasized that disciplinary actions must conform to procedural due process: written notice of the charges, right to answer charges, access to evidence, the right to present evidence, and fair evaluation by a competent tribunal. Here, the refusal to re-enroll was seen as an afterthought and not genuinely related to academic performance.

Doctrine:

- **Termination of Contract Theory:** Overturned. The relationship between students and educational institutions is continuous and subject to public interest, not simply contractual.

- **Procedural Due Process**: Required in disciplinary actions as specified in the Manual of Regulations for Private Schools and reinforced by BP 232.
- **Constitutional Rights**: Students retain their rights to free speech and assembly within the educational environment, provided the exercise does not materially disrupt educational functions.

Class Notes:

- **Rights of Students**:
 - **Freedom of Speech and Assembly**: Students retain these constitutional rights on campus.
 - **Right to Re-enrollment**: The relationship is continuous till graduation unless terminated due to academic or disciplinary reasons with due process.
 - **School's Academic Freedom**:
 - **Limited by Due Process**: Schools have the right to set academic standards but cannot arbitrarily deny re-enrollment without due process and must respect students' constitutional rights.
 - **Procedural Due Process Elements**:
 - Written notice of the charges
 - Right to answer and defend oneself
 - Access to evidence against them
 - Right to present evidence
 - Fair and unbiased evaluation

Historical Background:

- **Educational Landscape**: The case forms part of a broader judicial scrutiny over student rights, academic freedom, and institutional autonomy in the Philippines, emerging from a historic context of student activism, particularly during periods of political turmoil and in reaction to policies perceived as suppressive.
- **Alcuaz Doctrine Context**: It mirrored the tensions between maintaining institutional order and recognizing the evolving landscape of student rights in the increasingly politicized environment of the 1980s Philippines.