

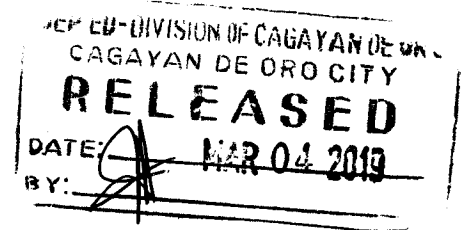


Department of Education
Region X- NORTHERN MINDANAO
DIVISION OF CAGAYAN DE ORO CITY
Fr. William F. Masterson, SJ Avenue,
KM5, Upper Balulang, Cagayan de Oro City



March 1, 2019

Division Memorandum
No. 176, s. 2019



To: **ALL SCHOOL HEADS, DIVISION PERSONNEL & SUPPORT STAFF**
This Division

Dissemination of the DepEd Memo No. 021 s, 2019 “MOA between DepEd & COMELEC on the Honoraria benefits & Allowances of the Electoral Board members for the 2019 NATIONAL and LOCAL ELECTIONS”

1. For the information and guidance of all concerned personnel who will serve this coming May 13, 2019 ELECTIONS, enclosed is a copy of the Memorandum.
2. Widest dissemination is desired.


JONATHAN S. DE LA PEÑA, CESO V
Schools Division Superintendent

REFERENCE:
NATIONAL/LOCAL ELECTIONS



Republic of the Philippines
Department of Education

DepEd MEMORANDUM
No. **021**, s. 2019

26 FEB 2019

**DISSEMINATION OF THE MEMORANDUM OF AGREEMENT BETWEEN THE
DEPARTMENT OF EDUCATION AND THE COMMISSION ON ELECTIONS ON
THE HONORARIA BENEFITS AND ALLOWANCES OF ELECTORAL BOARD
MEMBERS FOR THE 2019 NATIONAL AND LOCAL ELECTIONS**

To: Undersecretaries
Assistant Secretaries
Bureau and Service Directors
Regional Directors
Schools Division Superintendents
Public Elementary and Secondary School Heads
All Others Concerned

1. For the information and guidance of all concerned, enclosed is a copy of the Memorandum of Agreement between the Department of Education and the Commission on Elections on the Honoraria Benefits and Allowances of Electoral Board Members for the 2019 National and Local Elections.
2. Immediate dissemination of this Memorandum is desired.


LEONOR MAGTOLIS BRIONES
Secretary

Encl.:
As stated

To be indicated in the Perpetual Index
under the following subjects:

ALLOWANCE
BENEFITS
ELECTIONS
HONORARIA
LEGISLATIONS
OFFICIALS

DJP, DM Dissemination of MoA with COMELEC
0140 Feb. 20, 2019

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (“Agreement”) executed by:

COMMISSION ON ELECTIONS, a constitutional commission of the Republic of the Philippines, with principal address at Palacio del Gobernador, Intramuros, Manila, duly represented herein by its Chairman, SHERIFF M. ABAS, hereinafter referred to as “COMELEC”;

and

DEPARTMENT OF EDUCATION, a government agency of the Republic of the Philippines, with principal address at DepEd Complex, Meralco Avenue, Pasig City, duly represented herein by its Undersecretary for Administration, ALAIN DEL B. PASCUA, hereinafter referred to as “DepEd”;

The abovementioned government agencies shall be collectively referred to as the “PARTIES”;

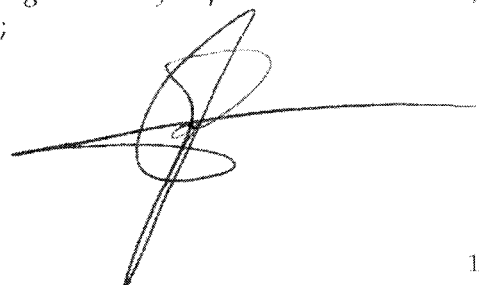
WITNESSETH: THAT -

WHEREAS, the COMELEC is mandated by the Constitution to enforce and administer all laws and regulations concerning the conduct of an election, plebiscite, initiative, referendum and recall;

WHEREAS, the COMELEC shall constitute the Electoral Boards which shall serve as the Board of Election Inspectors (BEI) and Special Board of Election Inspectors (SBEI) in the May 13, 2019 National and Local Elections (NLE);

WHEREAS, pursuant to Republic Act No. 10756, otherwise known as the “Election Service Reform Act” (ESRA), the Electoral Boards shall be composed of a Chairperson, Poll Clerk and Third Member, all of whom shall be public school teachers who are willing, available and qualified to render election service;

WHEREAS, in case there are not enough public school teachers who are willing, available and qualified to serve as Electoral Boards, Department of Education Supervisor Official (DESO) or Support Staff, the COMELEC may instead appoint Substitutes in the order of preference set forth in COMELEC Resolution No. 10194 entitled, *In the Matter of the Implementing Rules and Regulations of Republic Act No. 10756, Otherwise Known as the “Election Service Reform Act”*;



WHEREAS, the ESRA further grants the payment of compensation, including honoraria, travel allowance and other benefits to the Electoral Boards, DESO and their respective Support Staff;

WHEREAS, the DepEd is mandated among others to supervise all elementary and secondary institutions, including the teachers, principals, superintendents, supervisors, administrators and other employees thereof;

WHEREAS, the COMELEC and DepEd shall ensure compliance with the provisions of the ESRA and shall work altogether to protect the welfare of all teachers, principals, superintendents, supervisors, administrators and other employees of the DepEd who shall serve as Electoral Boards, DESO and Support Staff in the May 13, 2019 NLE, by providing adequate assistance in the course of the performance of their duties during the elections;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby mutually agree to the following terms and conditions:

ARTICLE I OBLIGATIONS

I. OBLIGATIONS OF THE DEPED

- 1) The highest DepEd official in the district, city or municipality shall submit to the Election Officer (EO), within five (5) days upon request of the EO, based on the Project of Precincts (POP) a Certified List of Public School Teachers who are qualified, willing and available to render election-related service giving preference to those with permanent appointments and those who have served in previous elections pursuant to Section 5 of COMELEC Resolution No. 10194;
- 2) The highest DepEd official in the district, city or municipality concerned shall submit within five (5) days upon the request of the EO a Certified List of Substitute Public School Teachers who are qualified, willing and available to render election related service. The number of substitutes shall be 10% of the total number of Members of the Electoral Boards to be appointed (i.e., 20 clustered precincts x 3 = 60 x 10% = 6, hence, 6 substitutes) pursuant to Section 5 of COMELEC Resolution No. 10194;
- 3) The DepEd shall exercise due diligence to ensure that the persons appearing in the Certified List of Public School Teachers and Certified List of Substitute Public School Teachers are qualified, willing and available to serve as members of the Electoral Boards;
- 4) The DepEd shall perform such other responsibilities as provided in the ESRA and other related election laws, rules and regulations and those which may be mutually agreed upon by the Parties in accordance with this Agreement.



II. OBLIGATIONS OF THE COMELEC

- 1) The COMELEC through the EO, shall request from the highest DepEd official in the district, city or municipality concerned, the Certified List of Public School Teachers and Substitutes who are qualified, willing and available to render election related service giving preference to those with permanent appointments and those who have served in previous elections;
- 2) Upon receipt of the Certified List of Public School Teachers, the COMELEC through the EO concerned shall immediately conduct verification on the qualifications of the persons appearing in the certified list based on the parameters set forth under the law;
- 3) The COMELEC, through the EO concerned shall constitute the Electoral Boards consisting of a Chairperson, Poll Clerk and Third Member, based on the submitted Certified List of Public School Teachers who are qualified, willing and available to render election service, and issue the corresponding appointment papers of the Members of the Electoral Boards;
- 4) The COMELEC shall undertake to pay the honoraria and allowances due to the Chairperson, Poll Clerk and Third Member of the Electoral Board, DESO and their respective Support Staff within fifteen (15) days from May 13, 2019 NLE;
- 5) The COMELEC, through the Finance Services Department (FSD) shall establish a trust fund from which the medical assistance, death benefits due to the Chairperson, Poll Clerk and Third Member of the Electoral Board, DESO and their respective Support Staff, as well as the legal indemnification package for private persons rendering election service, as may be applicable, shall be drawn;
- 6) The COMELEC shall perform such other responsibilities as provided in the ESRA and other related election laws, rules and regulations and those which may be mutually agreed upon by the Parties in accordance with this Agreement.

III. COMMON RESPONSIBILITIES OF THE PARTIES:

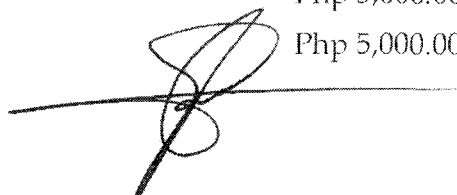
The Parties shall undertake on best-efforts basis to comply with their respective duties and responsibilities as described in this Agreement.

Article II

PAYMENT OF HONORARIA, ALLOWANCE AND SUCH OTHER BENEFITS

- 1) The COMELEC shall pay all persons rendering election service their corresponding honoraria:

Chairperson	Php 6,000.00
Poll Clerk	Php 5,000.00
Third Member	Php 5,000.00



DESO	Php 4,000.00
Support Staff	Php 2,000.00

- 2) The Electoral Board, DESO and their respective Support Staff shall likewise be entitled to travel allowance of Php 1,000.00 each;
- 3) The honoraria and additional travel allowance shall be paid within fifteen (15) days from May 13, 2019;
- 4) The Electoral Board participating in the training shall be entitled to additional travel allowance of Php 2,000.00 each;
- 5) All government officials and employees serving as Electoral Boards, DESO and their respective Support Staff shall be given a minimum of five (5) days service credits for services rendered in connection with the May 13, 2019 NLE;
- 6) The Electoral Boards, DESO and their respective Support Staff shall be entitled to the following other benefits:

a. Death Benefits - The amount of Php 500,000.00 which shall be awarded to the beneficiaries of the Chairperson, Members of the Electoral Board, DESO and their respective Support Staff who have died by reason of or on the occasion of the performance of election service, subject to the rules and regulations of the COMELEC Committee on Claims and Assessment as laid down in COMELEC Resolution No. 10320.

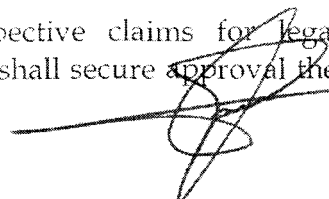
The payment of death benefits shall be drawn from the Trust Fund established by the COMELEC for this purpose.

b. Medical Assistance - An amount not exceeding Php 200,000.00 shall be awarded to the Chairperson, Members of the Electoral Board, DESO and their respective Support Staff who have suffered election-related injury or illness, subject to the rules and regulations of the COMELEC Committee on Claims and Assessment as laid down in COMELEC Resolution No. 10320.

The payment of medical assistance shall be drawn from the Trust Fund established by the COMELEC for this purpose.

c. Legal Indemnification Package - An equitable legal indemnification package of Php 50,000.00 consisting of legal assistance, lawyer's fees, legal costs and expenses reasonably incurred and other forms of legal protection shall be provided to the Chairperson, Members of the Electoral Board, DESO and their respective Support Staff who have been made a party in any administrative, civil or criminal action, suit or proceeding, by reason of or on occasion of performance of their functions or duties as such, subject to the rules and regulations of the COMELEC Committee on Claims and Assessment as laid down in COMELEC Resolution No. 10320.

The claimants shall file their respective claims for legal assistance and indemnification with the DepEd and shall secure approval thereof on the terms

and conditions of the engagement of counsel. The funds to be used for the grant of legal assistance and indemnification shall be drawn from the annual appropriation of the DepEd pursuant to Section 9 of R.A. No. 10756.

**Article III
MISCELLANEOUS PROVISIONS**

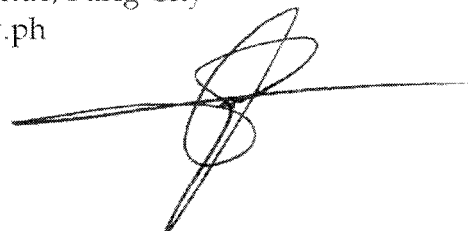
- 1) Any change, amendment, modifications or revisions in the terms and conditions of this Agreement shall be valid and enforceable if the same has been mutually agreed upon by the Parties through an Addendum/ Addenda to this Agreement, duly signed by the Parties or their authorized representatives;
- 2) Any person who makes or causes the delay in the payment of the honoraria and allowances beyond the prescribed period of fifteen (15) days from the date of election shall be liable for an election offense;
- 3) Any person who violates or fails to comply with any of the provision of the ESRA and its implementing rules and regulations and such other election related laws, rules and regulations shall constitute a ground for administrative liability of dereliction of duty, malfeasance, misfeasance and/or nonfeasance in office and, if found guilty, the corresponding administrative penalty shall be imposed, after due notice and hearing;
- 4) The terms and conditions shall be subject to existing applicable laws, rules and regulations of the Philippines;
- 5) The duties and responsibilities pertaining to the Parties shall remain in full force and effect regardless of any changes in their organizational structures/signatories. The Agreement shall be binding upon the Parties hereto and their respective successors in interests and assigns;
- 6) Unless otherwise provided, all notices, communications and materials to be given or delivered pursuant to this Agreement shall be in writing and shall be given to the party concerned at the following addresses and/or sent by facsimile and/or e-mail:

For COMELEC:

Chairman Sheriff M. Abas
Palacio del Gobernador, Intramuros, Manila
Email: chairman@comelec.gov.ph
Fax No.: (02) 521 6659

For DepEd:

Undersecretary Alain Del B. Pascua
DepEd Complex, Meralco Avenue, Pasig City
Email: usec.admin@deped.gov.ph
Fax No.: (02) 637-6207



Any of the above Parties may change its address and other contact information for purpose hereof by written notice to the other party.

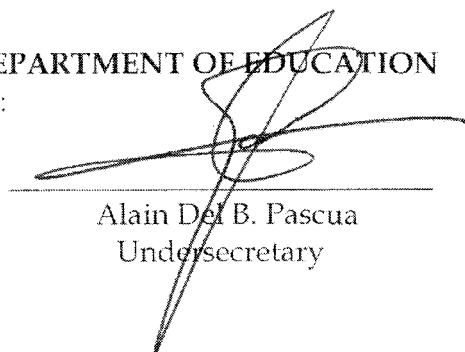
**Article IV
EFFECTIVITY AND TERMINATION**

This Agreement shall take effect upon signing of this Agreement and shall remain in full force and take effect until otherwise revoked/terminated by any of the Parties thirty (30) days after receipt by the other Parties of the written notice of revocation or termination.

IN WITNESS WHEREOF, the Parties hereunto set their hands on the 29th day of January 2019, Intramuros, Manila.

DEPARTMENT OF EDUCATION

By:



Alain Del B. Pascua
Undersecretary

COMMISSION ON ELECTIONS

By:



Sheriff M. Abas
Chairman

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S

BEFORE ME, this 30 JAN 2019 day of _____ 2019 in the City of Manila, Philippines, personally appeared the following:

NAME	I.D.	DATE AND PLACE ISSUED
Alain Del B. Pascua	DepEd-71-017216-1	Pasig City
Sheriff M. Abas	IBP No. 012535	Cotabato

known to me to be the same persons who executed the foregoing Memorandum of Agreement, which they acknowledged to me to be their free and voluntary act and deed consisting of seven (7) pages, including the page on which this Acknowledgment is written, duly signed by the Parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 30 JAN 2019 at CITY OF MANILA, Philippines.

NOTARY PUBLIC



ATTY. RICARDO GERALD B. DELA CRUZ
NOTARY PUBLIC CITY OF MANILA
ROLL NO. 65624 IDP LIFETIME NO. 015246
RICE COMPLIANCE NO. VI-008408/04 11-2021
PTR NO. 7508140 For 2019 until 11/22/2015
NATURAL CONTR. NO. 2019-029 UNTIL DEC. 31, 2020
618 BALARA ST. TOROJO, MANILA

Doc. No. 308 :
Page No. 60 :
Book No. 308 :
Series of 2019.