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Republic of the Philippines
Department of Education
REGION VIII - EASTERN VISAYAS

April 8, 2022

REGIONAL MEMORANDUM

No. **349**, s. 2022

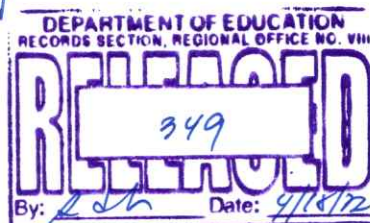
**MEMORANDUM OF AGREEMENT BETWEEN DEPED AND COMELEC
IN CONNECTION WITH THE 09 MAY 2022 NATIONAL
AND LOCAL ELECTIONS**

To: Schools Division Superintendents
All Others Concerned

- Attached is Memorandum OUA Memo 00-0422-0048 dated 06 April 2022 with the subject: Memorandum of Agreement Between DepEd and COMELEC in Connection with the 09 May 2022 National and Local Elections.
- Immediate dissemination of and compliance with this Memorandum are desired.


EVELYN R. FETALVERO, CESO IV
 Regional Director

Enclosure: As stated
 Reference: As stated
 To be indicated in the Perpetual Index
 under the following subjects:



COMELEC LOCAL ELECTIONS
 MEMORANDUM OF AGREEMENT NATIONAL

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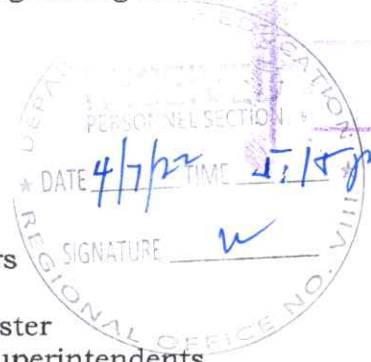


Republika ng Pilipinas
Kagawaran ng Edukasyon
Tanggapan ng Pangalawang Kalihim

OUA MEMO 00-0422-0048
MEMORANDUM
06 April 2022

For : Undersecretaries
Assistant Secretaries
Bureau/Service Directors
Regional Directors
BARM Education Minister
Schools Division/City Superintendents
School Heads and All Others Concerned

Subject: **MEMOORANDUM OF AGREEMENT BETWEEN DEPED AND COMELEC IN CONNECTION WITH THE 09 MAY 2022 NATIONAL & LOCAL ELECTIONS**



For the information and guidance of all concerned, attached herewith is the duly signed and executed Memorandum of Agreement between the Department of Education and the Commission on Elections on the Honoraria, benefits and other allowances of Electoral Board members and other poll workers in connection with the 09 May 2022 National and Local Elections.

Immediate dissemination of this Memorandum is desired.


ALAIN DEL B. PASCUA
Undersecretary



Office of the Undersecretary for Administration (OUA)

[Administrative Service (AS), Information and Communications Technology Service (ICTS), Disaster Risk Reduction and Management Service (BLSS), Bureau of Learner Support Services (BLSS), Baguio Teachers' Camp (BTC), Central Security & Safety Office (CSSO)]

Department of Education, Central Office, Meralco Avenue, Pasig City
Rm 519, Mabini Bldg; Mobile: +639260320762; Tel: +63286337203, +63286376207
Email: usec.admin@deped.gov.ph; Facebook/Twitter @depeditayo

ono mail
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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 Secretary, LEONOR M. BRIONES, 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 and appoint the members of the Electoral Boards who shall serve in the May 09, 2022 National and Local Elections (NLE);

WHEREAS, pursuant to Republic Act No. 10756, otherwise known as the "Election Service Reform Act" (ESRA) and its Implementing Rules and Regulations (IRR) under COMELEC Resolution No. 10194, dated September 5, 2017, as well as COMELEC Resolution No. 10727, dated November 10, 2021, 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 Implementation Rules and Regulations of Republic Act No. 10756, Otherwise Known as the "Election Service Reform Act"* and COMELEC Resolution No. 10727;

✓

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, supervisor, 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 will serve as Electoral Boards, DESO, and Support Staff in the May 09, 2022 NLE and BARMM Elections, 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

A. 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 latter, a Certified List of Public School Teachers and Substitutes who are qualified, willing, and available to render election-related service. Preference should be given to those with permanent appointments and those who have served in previous automated elections pursuant to Section 5 of the Comelec Resolution No. 10194.¹ In view of the Covid-19 pandemic, preference should also be given to those who are fully-vaccinated, without comorbidities, and below sixty (60) years of age.

The number of teachers to be included in the Certified List of Public-School Teachers shall be based on the Project of Precincts (POP);

The number of substitutes shall be 20% of the total number of members of the Electoral Boards to be appointed (i.e., 20 clustered precincts x 3 = 60 x 20% = 12, hence 12 substitutes);

2. The DepEd shall exercise due diligence to ensure that persons appearing in the Certified List of Public School Teachers and Certified List of Substitute are qualified, willing, and available to serve as members of the Electoral Boards;

¹ In the Matter of the Implementing Rules and Regulations of Republic Act No. 10756, otherwise known as the "Election Service Reform Act," dated 05 September 2017.

3. 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 to this Agreement;

B. 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 automated elections. Preference shall also be given to those who are fully-vaccinated, without comorbidities, and below sixty (60) years of age;
2. Upon receipt of the Certified List of Public School Teachers and Substitutes, the COMELEC, through the EO, shall immediately verify whether the persons appearing therein are qualified based on the requirements set forth under the law;
3. The COMELEC, through the EO, 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, through the Personnel Department, shall provide capacity building trainings to the appointed Members of the Electoral Boards, DESO, and their respective Support Staff to capacitate them to perform their duties and responsibilities on election day, such as:
 - i. Sensitivity Trainings;
 - ii. Polling Place Management; and
 - iii. Basic Health and Safety (COVID-19) Protocols;
5. The COMELEC, through the Personnel Department, shall provide technical trainings to the appointed Chairperson and Poll Clerk on the use of Vote Counting Machines, and on the process of testing and sealing, and voting, counting and transmission of election results;
6. The COMELEC, shall further provide trainings to educate the Chairperson, Poll Clerk, and Third Member on the provisions of the general instructions for the 2022 NLE and BARMM Elections;
7. 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 the May 09, 2022 NLE and BARMM Elections, as provided in Article II of this Agreement;

8. The COMELEC, through the Finance Services Department (FSD), shall establish a trust fund from which the medical assistance and death benefits due to the members of the Electoral Board, DESO, and their respective Support Staff shall be drawn. The trust fund shall likewise cover the legal indemnification package for private persons rendering election service, as may be applicable.
9. 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 to this Agreement.

C. COMMON RESPONSIBILITIES OF THE PARTIES:

The Parties shall undertake 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 the following persons rendering election service their corresponding honoraria:

Chairperson	Php 7,000.00
Poll Clerk	Php 6,000.00
Third Member	Php 6,000.00
DESO	Php 5,000.00
Support Staff	Php 3,000.00

- 2) The members of the Electoral Board, DESO, and their respective Support Staff shall likewise be entitled to a Travel Allowance of Php 2,000.00 each (Php 1,000.00 is for Final Testing and Sealing, and Php 1,000.00 is for Election Day), and an Anti-Covid Allowance of Php 500.00 each;
- 3) The Honoraria and Allowances shall be paid within fifteen (15) days from the May 09, 2022 NLE and Bangsamoro Elections;
- 4) Transportation Allowance of Electoral Boards who will attend the EB training shall also be provided in the amount of Php. 2,000.00 each for trainings in the Provincial level, and Php. 1,000.00 each for trainings in the District or Clustered Municipalities level.

- 5) The DESO and DESO Technical Support Staff shall be entitled to a communication allowance of Php. 1,500 each.
- 6) All government officials and employees serving as members of the Electoral Board, DESO, and Support Staff shall be given a minimum of five (5) days service credits for services rendered in connection with the May 09, 2022 NLE and BARMM Elections;
- 7) The members of the Electoral Board, DESO, and their respective Support Staff shall be entitled to the following additional benefits:
 - a. Death Benefits - The amount of Php 500,000.00, which shall be awarded to the beneficiaries of the 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. 10320.²
 - b. Medical Assistance - An amount not exceeding Php 200,000.00 shall be awarded to the members of the Electoral Board, DESO, and their respective Support Staff who have suffered election-related injury or illness, including Covid-19 infection, 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 and/or medical assistance shall be drawn from the Trust Fund established by the COMELEC for these purposes.

- 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 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 election-related 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

² In the Matter of the Election Service Reform Act – Committee on Claims and Assessment Rules and Regulations, dated 02 May 2018.

the DepEd pursuant to Section 9 of R.A. No. 10756 and from the trust fund provided under Section 11 of the same law;

Article III

MISCELLANEOUS PROVISIONS

- 1) Any change, amendment, modification 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 violation or failure to comply with any of the provisions of the ESRA and its implementing rules and regulations, and such other election related laws, rules and regulations, shall constitute as a ground for an administrative case for dereliction of duty, malfeasance, misfeasance and/or nonfeasance in office, in accordance with applicable laws and rules. 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 structure/signatories. The Agreement shall be binding upon the Parties hereto and their respective successors in interest and assigns;
- 6) In any event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any Philippine law, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be unenforceable. The unenforceable provision shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.

- 7) 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) 8521 6659

For DepEd:

Secretary Leonor M. Briones
DepEd Complex, Meralco Avenue, Pasig City
Email: _____
Tel. No.: _____
Fax No.: None

Any of the above Parties may change its address and other contract 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 effect until otherwise revoked/terminated by any of the Parties thirty (30) days after receipt by the other Parties of the written notice of revocations or termination.

IN WITNESS WHEREOF, the Parties hereunto set their hands on the
25 JAN 2022, _____.

DEPARTMENT OF EDUCATION

By:


Leonor M. Briones
Secretary

COMMISSION ON ELECTIONS

By:


Sheriff M. Abas
Chairman

SIGNED IN THE PRESENCE OF:

ALAIN DEL B. PASCUA
Undersecretary for Administration
Department of Education

MARLON S. CASQUEJO
COMMISSIONER

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MANILA) S.S

BEFORE ME, this _____ day of 25 JAN 2022 in the
MANILA, Philippines, personally appeared the following:

NAME	I.D.	DATE AND PLACE ISSUED
Leonor M. Briones	Passport: D0001058A	03 Sept. 2016/ DFA Manila
Sheriff M. Abas	IBP No. 012535	Cotabato

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

WITNESS MY HAND AND SEAL this 25 JAN 2022 at
MANILA, Philippines.

Doc. No. 257 :
Page No. 51 :
Book No. 1 :
Series of 2022.

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for the City of Manila - Valid 1/21/2021
Notarial Commission No. 29121 - RSD - renewed June 30, 2022
2/F Northside Tower 2 - Alabang - Muntinlupa City, Metro Manila
IBP No. 100018 - Notary for Mt 2112 / Manila City
PTR No. 0047004 - 01/03/2022 at Manila
Roll no. 68731 / MCLE Compliance No. VI-0017186