



REPUBLIKA NG PILIPINAS
REPUBLIC OF THE PHILIPPINES
KAGAWARAN NG EDUKASYON
DEPARTMENT OF EDUCATION
DepEd Complex, Meralco Ave., Pasig City



Tanggapan ng Katulong na Kalihim
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MAR 2 5 2010

DepED MEMORANDUM
No. **125**, s. 2010

Dissemination of the Memorandum of Agreement between the Department of Education
(DepED) and the Integrated Bar of the Philippines (IBP)

To: Undersecretaries
Assistant Secretaries
Bureau Directors
Directors of Services/Centers and Heads of Units
Regional Directors
Schools Division/City Superintendents
Heads, Public Elementary and Secondary Schools

1. This is to inform your offices that the Department of Education (DepED) and the Integrated Bar of the Philippines (IBP) executed a Memorandum of Agreement dated 16 March 2010, the purpose of which is to ensure that our public school teachers who will be charged with any election offense in the performance of their duties as members of the Board of Election Inspectors (BEIs) in the coming May 10, 2010 National and Local Elections will be provided with free legal assistance by the IBP.
2. Enclosed is the copy of the aforementioned MOA.
3. Immediate and wide dissemination of this Memorandum is desired.


ATTY. FRANKLIN C. SUÑGA
Undersecretary

Encl.: As stated
Reference: N o n e
Allotment: 1—(D.O. 50-97)
To be indicated in the Perpetual Index under the following subjects:

ELECTION
TEACHERS

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made, executed and entered into by and between:

The **DEPARTMENT OF EDUCATION** (DepEd), an agency of the National Government, with principal office address at DepEd Complex, Meralco Ave., Pasig City, herein represented by its Secretary, **MONA D. VALISNO**, and hereinafter referred to as the "**DepEd**";

and

The **INTEGRATED BAR OF THE PHILIPPINES** (IBP), a national organization of lawyers created and existing by virtue of and pursuant to Rule 139-A of the Revised Rules of Court, with office address at Doña Julia Vargas Avenue, Ortigas Center, Pasig City, herein represented by its Officer-In-Charge, **JUSTICE SANTIAGO M. KAPUNAN**, and hereinafter referred to as the "**IBP**";

The DepEd and the IBP are hereinafter collectively referred to as the "**Parties**", and individually as the "**Party**".

WITNESSETH: THAT,

WHEREAS, the DepEd is the government agency mandated by law to provide public school teachers who will again serve as chairmen and members of the different Board of Election Inspectors ("**BEI**") in the coming May 10, 2010 National and Local Elections;

WHEREAS, the numerous public school teachers of the DepEd are assigned to various precincts and polling places around the country, and are mandated by law to discharge electoral duties during this election period as chairmen and members of the different BEI;

WHEREAS, there are incidents during election periods where teachers, in the performance of their election duties, are wrongfully accused of wrong-doings and are unduly faced with legal suits;

WHEREAS, the Legal Counsel of the Commission on Elections ("**COMELEC**"), which is tasked to provide legal assistance to the public school teachers in cases involving poll-related duties, is not only severely undermanned but also burdened with other case load, thereby hampering its function of extending said legal assistance to the public school teachers who are serving as chairmen and members of the BEI;

WHEREAS, the IBP is the national organization of lawyers which has local chapters nationwide;

WHEREAS, the IBP, thru its members, is capable of rendering free legal assistance to the public school teachers who will be facing legal suits, in the performance of their election duties as chairmen and members of the different BEI;

WHEREAS, the DepEd and the IBP had previously entered into a MOA during the May 14, 2007 Synchronized National and Local Elections, wherein the IBP committed to extend free legal assistance to the public school teachers faced with legal suits, in the performance of their election-related duties;

WHEREAS, the IBP had earlier entered into a MOA with the Legal Network of Truthful Elections (LENTE), and had committed to provide legal assistance to all non-partisan groups engaged in election-monitoring activities;

WHEREAS, the DepEd and IBP desire to promote and protect the welfare of the public school teachers who will again serve as chairmen and members of the different BEI during the May 10, 2010 National and Local Elections; and

WHEREAS, the DepEd has again sought the free legal assistance of the IBP, and the IBP in turn, as a national organization of lawyers, has committed to extend said free legal assistance to the public school teachers who will serve as chairmen and members of the different BEI in the upcoming May 10, 2010 National and Local Elections, subject to the existing MOA between the IBP and the LENTE.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

1. PURPOSE:

The purpose of this MOA is to put in its proper perspective the commitment of the IBP to the DepEd on the **free legal assistance** to the public school teachers, subject to IBP's existing legal aid guidelines and policies to qualified public school teachers, who will again serve as chairmen and members of the different BEI, and who will be facing legal suits in the performance of their election-related duties; as well as to provide the procedures on how such free legal assistance could be immediately availed of, and the same rendered effectively and efficiently so as to uplift the welfare and morale of the affected public school teachers.

2. NATURE, SCOPE AND EXTENT OF IBP LEGAL ASSISTANCE:

a. The free legal assistance which shall be rendered by the IBP, thru its members, pursuant to this MOA shall be in the nature of, to wit: court appearances and representations; preparation and submission of pleadings and other documents required to be produced and submitted by the court or tribunal where the case is pending; and such other legal services needed for the protection of the rights of the public school teachers serving as chairmen and members of the BEI.

b. Subject to IBP's means and merit test, free legal assistance shall be provided and made available in administrative and criminal cases filed against a qualified public school teacher serving as chairman or member of the BEI. In instances, however, where the BEI chairman or member is the nominal complainant, free legal assistance shall not be granted. Free legal assistance shall also be denied when the nominal complainant is the LENTE or any of the non-partisan groups engaged in election-monitoring activities under the LENTE.

c. The free legal assistance can be availed of upon the filing of the complaint, i.e., before any court, administrative body, the Prosecutors Office or before the Ombudsman, against a qualified public school teacher who served as chairman or member of the BEI, or at any stage of the proceeding in court, even on appeal, if still warranted by the circumstances.

d. The provisions of the preceding paragraphs to the contrary notwithstanding, free legal assistance may be denied the public school teachers (who served as chairmen and members of the BEI) who fail to qualify in accordance with the IBP's means and merit test and existing IBP legal aid guidelines and policies.

3. PROCEDURE:

a. All requests for free legal assistance, pursuant to this MOA, shall first be evaluated by the DepEd. Should the DepEd find the request meritorious and that the offense charged against a public school teacher serving as chairman or member of the BEI is service connected or related, the DepEd shall submit a written request for free legal assistance to the President of the IBP, appending to said request the machine copy of the document/s which are pertinent to the case.

b. The President of the IBP, after having determined the public school teacher's compliance and qualification with the means and merit test, shall refer for appropriate action the request for free legal assistance to the appropriate chapter or office of the IBP within the jurisdiction of the tribunal, court, or any administrative body where the case is pending. Otherwise, IBP shall inform the DepEd of the public school teacher's non-compliance/failure to qualify with IBP's means and merit test, and consequently, deny DepEd's request for free legal assistance. In case the IBP National President refers the request for free legal assistance to the appropriate chapter or office of the IBP, then, the DepEd or its offices covering the area where the case is pending shall closely coordinate with the designated IBP chapter or office which shall handle the case to ensure that all data and/or documents could be expeditiously produced, as well as the availability of the respondent/accused and his witnesses for a case conference.

c. The DepEd shall monitor the coordinative efforts between the IBP office tasked to render legal assistance and the DepEd office concerned to ensure that the purpose of this MOA shall not be hindered. The DepEd shall render a report on the progress of cases referred to the IBP pursuant to this MOA, copy furnished the President of the IBP.

d. In no case shall the IBP provide free legal assistance to public school teachers serving as chairmen and members of the BEI when the nominal complainant is the

LENTE, or any of the non-partisan groups engaged in election-monitoring activities under the LENTE.

4. DepEd ASSISTANCE TO IBP LAWYERS:

a. In case the venue of the hearing or trial is located in a place where the IBP has no office, or the peace and order situation prevailing therein or the level of threat requires the detail of military escorts to the IBP lawyer, as well as provisions for transportation, the DepEd shall see to it that appropriate coordination is made at least five (5) days before the scheduled hearing with the local DepEd office for the detail of at least two (2) security personnel and the availability of vehicle.

b. As may be necessary, the offices of the DepEd shall be made available to the IBP lawyer tasked to render free legal assistance and shall allow access to legal references, use of computers, and personnel assistance for research work in the service and filing of pleadings or documents.

5. LEGAL EXPENSES:

All legal expenses in connection with a case referred for free legal assistance to the IBP, except the cost of or payment for the services of the IBP lawyer, shall be borne and defrayed by the DepEd. However, the chairman or member of the BEI who is the respondent/accused is not precluded from defraying the expenses in the meantime so as not to delay the disposition of the case, subject to reimbursement by the DepEd under the existing auditing rules and regulations.

6. EFFECTIVITY AND TERMINATION:

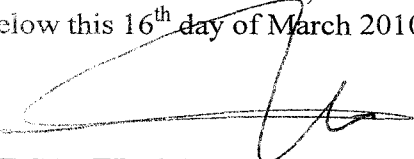
a. This MOA shall be effective upon signing by the Parties hereto and shall remain binding and effective for a period of one (1) year thereafter, unless earlier terminated by either party thru a written notice of at least thirty (30) days prior to the intended date of termination.

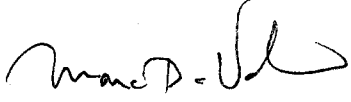
b. In case of termination, the IBP, thru its designated lawyers tasked to render free legal assistance, shall turn over all the records of the case to the DepEd. Thereafter, the IBP lawyer concerned shall inform the tribunal or court where he is representing a BEI chairman or member of his withdrawal as counsel, unless said lawyer opts to continue to render free legal assistance on his own.

7. WAIVER:

The Parties shall have no recourse against each other for the services or expenses incurred by virtue of and pursuant to this MOA.

IN WITNESS WHEREOF, the Parties have hereunto affixed their respective signatures below this 16th day of March 2010 in Pasig City.


JUSTICE SANTIAGO M. KAPUNAN
Officer-In-Charge
Integrated Bar of the Philippines


HON. MONA D. VALISNO
Secretary
Department of Education

Signed In The Presence Of


USEC. FRANKLIN C. SUNGA
Witness


ASST. SEC. JONATHAN MALAYA
Witness

ATTY. ROSARIO T. SETIAS-REYES
Witness

ATTY. ROAN I. LIBARIOS
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S.

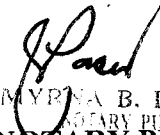
Before me this ___ day of 24 MAR 2010 2010 in Pasig City, Philippines, personally appeared, with their respective competent evidence of identity, the following:

NAME	VALID ID No.	DATE/PLACE ISSUED
MONA D. VALISNO	Passport No. OF - 0014127	<u>11/19/10 - Manila</u>
SANTIAGO M. KAPUNAN	Passport No. XX08-8651-1	<u>4/17/13 - Manila</u>

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged before me that the same is their free and voluntary act and deed, as well as that of the Office they represent.

This instrument relates to a Memorandum of Agreement (MOA), consisting of six (6) pages, including this page wherein this Acknowledgment is written, and has been signed by the Parties and their instrumental witnesses at the bottom and on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and at the place first above-written.


MYRNA B. PACALA
NOTARY PUBLIC
NOTARY PUBLIC
PUNTA PRATA CITY
IBP NO. 73455 12/07/09 MALOLOS CITY
COMMISSION EXPIRES DEC. 31, 2010
ROLL NO. 48612 MCLE NO. III-0004777

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