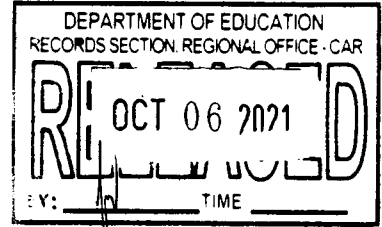




Republic of the Philippines
Department of Education
Cordillera Administrative Region



06 October 2021

REGIONAL MEMORANDUM

462-2021

MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE DEPARTMENT OF EDUCATION (DEPED) AND THE PROFESSIONAL REGULATION COMMISSION (PRC) FOR THE UPCOMING LICENSURE EXAMINATION FOR PROFESSIONAL TEACHERS (LEPT)

To: OIC-Assistant Regional Director
Schools Division Superintendent
Public Secondary and Elementary School Heads
All concerned.

1. In line with the upcoming conduct of licensure examination for teachers, the Department of Education (DepEd) and Professional Regulation Commission (PRC) forged an agreement relative thereto for the information and guidance of all concerned.
2. The Schools Division Offices are advised that issuance of separate memorandum is allowed provided that the provisions of the issued memorandum of agreement are followed. Enclosed is the advance copy of the Memorandum of Agreement, for your guidance and strict compliance.
3. Immediate dissemination of this Memorandum is directed.

ESTELA LEON-CARIÑO EdD, CESO III
Director IV/Regional Director



Wangal, La Trinidad, Benguet, 2601
Tel: (074)422-1318 | Fax: (074)422-4074
Website: www.depedcar.ph | Email: car@deped.gov.ph



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Department of Education

OFFICE OF THE UNDERSECRETARY

DEPARTMENT OF EDUCATION RECEIVED RECORDS SECTION, REGIONAL OFFICE - CAR	
OCT 05 2021	
BY:	TIME:

MEMORANDUM

TO : **ALL REGIONAL DIRECTORS
MINISTER, BASIC, HIGHER, AND TECHNICAL EDUCATION,
BARMM**

FROM : 
ATTY. REVSEE A. ESCOBEDO
Undersecretary
Field Operations, *Palarong Pambansa* Secretariat, and DEACO

SUBJECT : **ADVANCE COPY OF THE MEMORANDUM OF AGREEMENT
(MOA) BETWEEN THE DEPARTMENT OF EDUCATION (DEPED)
AND THE PROFESSIONAL REGULATION COMMISSION (PRC)
FOR THE UPCOMING LICENSURE EXAMINATION FOR
PROFESSIONAL TEACHERS (LEPT)**

DATE : September 29, 2021

In view of the upcoming Licensure Examination for Professional Teachers (LEPT), this Office respectfully endorses the attached advance copy of the Memorandum of Agreement (MOA) between the Department of Education (DepEd) and the Professional Regulation Commission (PRC). The said MOA has been signed by Secretary Leonor Magtolis Briones on September 22, 2021, and has been forwarded to Hon. Teofilo S. Pilando, Jr., Chairman, Professional Regulation Commission (PRC), for signature. The signed copy shall be sent once received by the Central Office.

In line with this, this Office informs all Regional Directors that issuance of respective Regional Memorandum is allowed, provided that the provisions thereof are based on the aforementioned MOA.

For your information and appropriate action.

Thank you very much.

HO/21-0239/092921/21

Office of the Undersecretary for Field Operations, Palarong Pambansa Secretariat, and DEACO

Department of Education, Central Office, Meralco Avenue, Pasig City (Room 515, Mabini Building)

Tel. No: (02) 631 84 92 Fax No: (02) 633 53 13

Email: usec.regops@deped.gov.ph

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, made and executed on this ____ day of _____, 2021 in the City of _____, by and between:

The **PROFESSIONAL REGULATION COMMISSION (PRC)**, an agency of the National Government established under Republic Act No. 8981 otherwise known as the "PRC Modernization Act of 2000", with office address at P. Paredes St., Sampaloc, Manila, represented by its Chairman, **HON. TEOFILO S. PILANDO, JR.**, hereinafter referred to as the "**FIRST PARTY**";

-and-

The **DEPARTMENT OF EDUCATION (DepEd)**, a government entity mandated by law, particularly Batas Pambansa Blg. 232 otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as the "Governance of Basic Education Act of 2001", with office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Secretary, **HON. LEONOR MAGTOLIS BRIONES**, hereinafter referred to as the "**SECOND PARTY**";

WITNESSETH THAT:

WHEREAS, the **FIRST PARTY** is empowered under Section 7 (d) of RA 8981 to administer and conduct the licensure examinations of the various regulatory boards in accordance with the rules and regulations promulgated by the Commission, determine and fix the places and dates of examinations, and use publicly or privately owned buildings and facilities for examination purposes;

WHEREAS, the **FIRST PARTY** scheduled the conduct of Licensure Examination for Professional Teachers (LEPT) in four (4) batches and requested from the **SECOND PARTY** the use of public school buildings and facilities as examination venues;

WHEREAS, the **SECOND PARTY** is amenable to the use of its public school buildings and facilities by the **FIRST PARTY** exclusively as examination venues for the LEPT, provided that such use will not interfere with the regular school activities;

NOW THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the parties have mutually agreed as follows:

I. **Scope of the Agreement**

This Agreement shall be for the use of public school buildings and facilities as examination venues during the 26 September 2021, 30 January 2022, 27 March 2022, and 26 June 2022 LEPT, unless otherwise adjusted by the subsequent agreement of the parties in the event that the LEPT will be rescheduled.

II. Obligations of the Parties

A. FIRST PARTY

1. The **FIRST PARTY** shall notify the **SECOND PARTY** regarding the selected public schools to be used as examination venues and their scheduled use at least twenty (20) days prior to the conduct of the LEPT;
2. The **FIRST PARTY** shall use the selected public school buildings and facilities of the **SECOND PARTY** exclusively for the conduct of the LEPT;
3. The **FIRST PARTY** shall carry out the disinfection of the public school buildings and facilities before and after the conduct of the LEPT and cooperate with the **SECOND PARTY** in keeping the said buildings and facilities in good condition;
4. All expenses for school coordinators, security guards, janitors, electricians, and other applicable staff, as well as cost for the utilities, disinfection, disposal of wastes, and other miscellaneous expenses shall be for the account of the **FIRST PARTY**;
5. The **FIRST PARTY** shall cover the required RT-PCR testing cost which shall be done within a period of three (3) days before the scheduled examination and ensure the completion of the mandatory 7-day home quarantine of examination personnel which shall be certified by the barangay officials in the place where the said personnel resides;
6. The **FIRST PARTY** shall disburse cash honorarium to examination personnel on the last day of each batch of LEPT for services rendered by them;
7. The **FIRST PARTY** shall grant assigned examination personnel who are licensed professionals (teachers, nurses, etc.) with corresponding Continuing Professional Development (CPD) credit units as stipulated in PRC Resolution No. 1177 dated 16 July 2019;
8. The **FIRST PARTY** shall coordinate with the concerned Local Government Units (LGUs) to adopt measures as may be necessary to ensure the safety of the examinees and examination; The **FIRST party** shall also ensure the availability of ambulance, fire truck or any other emergency personnel or equipment and provisions necessary to address any disaster, accident, untoward incident or any emergency situation that may arise;
9. The **FIRST PARTY** shall notify the Philippine National Police (PNP) of the conduct of the examination and shall request their assistance in managing and controlling the crowd outside the vicinity of the examination venue;
10. The **FIRST PARTY** shall ensure that the minimum health protocols are strictly observed during the conduct of the LEPT.
11. The **FIRST PARTY** shall ensure that all the examinees have undergone RT-PCR testing within three (3) days prior to the examination and that the certification by the barangay that said examinee has complied with the 7-day home quarantine has been submitted and complied with;
12. The **FIRST PARTY** shall coordinate with the Department of Health (DOH) for the appointment of health personnel in the examination venue in the event that any of the examinees show signs of COVID-19.

13. The **FIRST PARTY** shall issue/provide official identification cards to examinees and examination personnel;
14. The **FIRST PARTY** shall pay the costs for any loss or damage that may be caused to the premises and facilities of the **SECOND PARTY**, except if such loss or damage is attributable to ordinary wear and tear, fortuitous event (e.g., typhoon, earthquake, explosion, fire, flood, etc.), or the fault or negligence of the **EXAMINEE** or **EXAMINATION PERSONNEL** who shall then be directly liable to the **SECOND PARTY**;
15. The **FIRST PARTY** shall require the examinee and examination personnel to execute an undertaking that they shall exercise due diligence in the use of the school and its facilities and that they shall directly liable to the **SECOND PARTY** in case of any loss or damage to the school and its facilities due to their fault or negligence;

B. SECOND PARTY

1. The **SECOND PARTY**, through its Regional Offices, shall coordinate and secure the approval of the Schools Division Superintendent to allow the use of public school buildings and facilities as examination venues for the conduct of LEPT by the **FIRST PARTY**;
2. The **SECOND PARTY**, through the Schools Division Superintendent, shall inspect the public school and its facilities selected by the **FIRST PARTY** as venues for the LEPT to ensure its quality and condition;
3. The **SECOND PARTY** shall undertake to perform the following:
 - a) Prepare the rooms, such that chairs will be arranged in accordance with the illustration attached herein as Annex "A", where there is enough space to accommodate eight (8) examinees with one (1) Proctor/Room Watcher;
 - b) Ensure that the rooms are well-lit and well-ventilated;
 - c) Post the list of examinees per room with the corresponding room number/assignment;
 - d) Open the school gates at exactly 6:00 A.M. on the scheduled examination day;
 - e) Ensure that only examinees and examination personnel will be allowed inside the school premises;
 - f) Keep the comfort rooms clean at all times; and
 - g) Prepare directional signages to guide examinees inside the school premises. (i.e., room locators, comfort rooms, cafeteria, etc.);
 - h) Prepare a spare room for quarantine purposes where the examinees who show symptoms of COVID-19 can be quarantined until health personnel arrive;
 - i) Prepare a room to be used as clinic, if there is none available in the school, in case there is an emergency or health situation or crisis;
4. The **SECOND PARTY** shall keep the school premises clean and in a sanitary condition that will be conducive for the examinees;
5. The **SECOND PARTY** shall prepare the proposed billing for the **FIRST PARTY** 7 days before the conduct of the examination to ensure that there is due notice of the expenses that will be incurred and shall allow both parties to decide whether to continue or to limit the budget to a certain amount;

6. The **SECOND PARTY** shall bill the **FIRST PARTY** with the appropriate charges within seven (7) days after the conduct of the LEPT to ensure prompt payment.

III. ARBITRATION

Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines, according to the provisions of Presidential Decree No. 242 and Executive Order No. 292.

IV. EFFECTIVITY

This agreement shall take effect immediately upon approval hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed this Agreement on this ____ day of _____, 2021 in _____

PROFESSIONAL REGULATION COMMISSION

DEPARTMENT OF EDUCATION

By:

By:

TEOFILO S. PILANDO, JR.
Chairman


LEONOR M. BRIONES
Secretary

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila)S.S.

BEFORE ME, a Notary Public for and in the City of Manila, this _____ day of _____, 2021, personally appeared:

NAME	ID Number	Issued on	At
TEOFILO S. PILANDO, JR.	_____	_____	_____
LEONOR P. BRIONES	_____	_____	_____

both known to me to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only five (5) page/s, including this page in which this Acknowledgment is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

Doc. No.
Page No.
Book No.
Series of 2021

ADVANCE COPY

Fwd: [OURO-21-0329] Advance Copy of the Memorandum of Agreement (MOA) Between the Department of Education (DepEd) and the Professional Regulation Commission (PRC) for the Upcoming Licensure Examination for Professional Teachers (LEPT)

ESTELA CARINO <estela.carino@deped.gov.ph>
To: DepEd Cordillera Administrative Region <car@deped.gov.ph>

Tue, Oct 5, 2021 at 11:27 AM

----- Forwarded message -----

From: **Regional Operations Secretariat** <usec.regops@deped.gov.ph>

Date: Tue, Oct 5, 2021 at 11:16 AM

Subject: [OURO-21-0329] Advance Copy of the Memorandum of Agreement (MOA) Between the Department of Education (DepEd) and the Professional Regulation Commission (PRC) for the Upcoming Licensure Examination for Professional Teachers (LEPT)

To: TOLENTINO AQUINO <tolentino.aquino@deped.gov.ph>, Benjamin Paragas <benjamin.paragas@deped.gov.ph>, may edlar <may.edlar@deped.gov.ph>, FRANCIS CESAR BRINGAS <francis.bringas@deped.gov.ph>, NICOLAS CAPULONG <nicolas.capulong@deped.gov.ph>, <gilbert.sadsad@deped.gov.ph>, <ramir.uytico@deped.gov.ph>, SALUSTIANO JIMENEZ <salustiano.jimenez@deped.gov.ph>, <ma.ledesma002@deped.gov.ph>, MA. GEMMA LEDESMA <sds_ledesma@yahoo.com>, <ruth.fuentes@deped.gov.ph>, ARTURO BAYOCOT <arturo.bayocot001@deped.gov.ph>, <allan.farnazo@deped.gov.ph>, CARLITO ROCAFORT <carlito.rocafort@deped.gov.ph>, EVELYN FETALVERO <evelyn.fetalvero@deped.gov.ph>, Evelyn Fetalvero <evelyn_fetalvero@yahoo.com>, ESTELA CARINO <estela.carino@deped.gov.ph>, <mohagher.iqbal@deped.gov.ph>, <haron.meling@deped.gov.ph>

Cc: Office of the Undersecretary for Human Resource and Organizational Development (OUHROD) <usec.hrod@deped.gov.ph>, Bureau of Human Resource and Organizational Development Office of the Director <bhrod.od@deped.gov.ph>, Human Resource Development Division <bhrod.hrdd@deped.gov.ph>, Manuela Laine Dayawon <manuela.dayawon@deped.gov.ph>, Ma-ann Escobedo <maann.escobedo@deped.gov.ph>, Office of the Assistant Secretary for Project Management, BHROD and Field Operations <oure@deped.gov.ph>

Dear **Regional Directors**:

Good day!

This is to officially transmit the Memorandum from Undersecretary Revsee Escobedo relative to the attached **advance copy of the Memorandum of Agreement (MOA)** between the Department of Education (DepEd) and the Professional Regulation Commission (PRC) for the upcoming Licensure Examination for Professional Teachers (LEPT). The said MOA has been signed by Secretary Leonor Magtolis Briones on September 22, 2021, and has been forwarded to Hon. Teofilo S. Pilando, Jr., Chairman, Professional Regulation Commission (PRC), for signature. The signed copy shall be sent once received by the Central Office.

In line with this, this Office informs all Regional Directors that issuance of respective Regional Memorandum is allowed, provided that the provisions thereof are based on the aforementioned MOA.

Please see attached files, for your information and appropriate action.

Kindly acknowledge receipt of this email using the **reply to all** option.

Thank you very much.

Respectfully,



REGIONAL OPERATIONS SECRETARIAT
Office of the Undersecretary for Field Operations.
Palarong Pambansa Secretariat, and DEACO
Email Address: usec.regops@deped.gov.ph

Department of Education
DepEd Complex, Meralco Avenue, Pasig City
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