

Republic of the Philippines

Department of Education

CORDILLERA ADMINISTRATIVE REGION



3 April 2025

REGIONAL MEMORANDUM No 2 4 5 · 2 0 2 5

DISSEMINATION AND COMPLIANCE WITH THE MEMORANDUM OF AGREEMENT BETWEEN DEPED AND BJMP-NHQ

To: Assistant Regional Director Schools Division Superintendents Division ALS Focal Persons All Others Concerned

- 1. The Department of Education through the Bureau of Alternative Education and the Bureau of Jail Management and Penology- National Headquarters (BJMP-NHQ) has entered into a Memorandum of Agreement (MOA) to formally institutionalize ALS in all jail facilities. This aims to strengthen the living and learning conditions and well-being of PDLs in all jail facilities through ALS programs.
- 2. Relative to this, this Office requests the schools' division offices to disseminate and comply with the provisions of the attached MOA, without prejudice to the existing local agreements and partnerships prior to its signing.
- 3. A copy of the MOA can be downloaded through this link: https://bit.ly/MOA_ALS_DepEd_BJMP.
- 4. For queries or clarifications, please contact Dr. Jennifer P. Ande, Chief ES-CLMD through car.clmd@deped.gov.ph.
- 5. Immediate dissemination of and compliance with this Memorandum is directed.

ESTELA P. LEON-CARIÑO Edd, CESQ (II

Director IV/Regional Director

Attached: DM-CT-2025-074 CLMD/JPA/abl 4/3/2025







Address: DepEd-CAR Complex, Wangal, La Trinidad, Benguet, 2601

Telephone No: (074) 422 – 1318 Email Address: car@deped.gov.ph



Republic of the Philippines

Department of Education

OFFICE OF THE UNDERSECRETARY FOR CURRICULUM AND TEACHING

MEMORANDUM DM-CT-2025- 074

TO

ALL REGIONAL DIRECTORS

FROM

Undersecretary for Curriculum and Teaching

SUBJECT

REQUEST FOR DISSEMINATION OF INFORMATION AND COMPLIANCE WITH THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE DEPARTMENT OF EDUCATION (DEPED) AND BUREAU OF JAIL MANAGEMENT AND PENOLOGY-

NATIONAL HEADQUARTERS (BJMP-NHO)

DATE

March 13, 2025

The Republic Act (RA) No. 11510, also known as the Alternative Learning System (ALS) Act of 2020, ensures that all citizens have access to quality basic education at all levels. This intent is further articulated in Section 5.31 of the Implementing Rules and Regulations (IRR), to provide equitable access to education for all learners, particularly those in underserved communities, conflict-affected areas, and emergency situations.

In view of this mandate, the Department of Education (DepEd) through the Bureau of Alternative Education (BAE) and its field counterparts, extended the provision of ALS to Persons Deprived of Liberty (PDL)2. In November 2024, the DepEd and the Bureau of Jail Management and Penology-National Headquarters (BJMP-NHQ) entered into a Memorandum of Agreement (MOA) to formally institutionalize ALS in all jail facilities. This aims to strengthen the living and learning conditions and well-being of PDL in all jail facilities through ALS programs.

In line with the Department's commitment to transparency and effective communication. this Office hereby encourages the DepEd field offices to disseminate and comply with the provisions of the attached MOA, without prejudice to the existing local agreements and partnerships prior to its signing.

copy of the MOA downloaded can be through this link: https://bit.ly/MOA_ALS_DepEd_BJMP.

Immediate dissemination of and strict compliance to this Memorandum is directed.

Copy furnished:

MALCOLM S. GARWA OIC-Undersecretary for Operations

² Section 2 of IRR. Scope and application included PDLs as one of the target beneficiaries.





1/F Bonifacio Building, DepEd Complex, Meralco Avenue, Pasig City Direct Line: (632) 8633-7202/8687-4146 E-mail: ouct@deped.gov.ph









¹ Guarantee equitable access for all learners, including those who reside in the unreached, underserved, conflict-affected communities, and communities in emergency situations to avail of systematic, flexible, and appropriate alternative basic education programs outside of the formal school system (Sec 5.3, Page 2)

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Agreement** (hereinafter referred to as the "Agreement") is entered into this ________, 5 NOV 2024 at ________, Philippines, by and between:

The **DEPARTMENT OF EDUCATION**, a government entity mandated to ensure the delivery of quality basic education under Batas Pambansa Blg. 232, titled the "Education Act of 1982," as amended by Republic Act (RA) No. 9155, titled the "Governance of Basic Education Act of 2001," with office address at DepEd Complex, Meralco Avenue, Pasig City, Philippines, herein represented by **Secretary**, **JUAN EDGARDO M. ANGARA**, shall be referred to as **"DepEd**;"

-and-

The BUREAU OF JAIL MANAGEMENT AND PENOLOGY - NATIONAL HEADQUARTERS, an attached agency of the Department of the Interior and Local Government (DILG), with office address at 144 Mindanao Avenue, Project 8, Quezon City, herein represented by its Chief, BJMP, JDIR RUEL S. RIVERA, DSC, shall be referred to as "BJMP;"

Collectively being referred to as "Parties" and individually as a "Party."

WITNESSETH THAT:

WHEREAS, Article XIV, Section 1 of the 1987 Constitution provides that "[t]he State shall protect and promote the right of all citizens to quality education at all levels, and shall take appropriate steps to make such education accessible to all";

WHEREAS, the BJMP recognizes the importance of education in the rehabilitation and reformation of Persons Deprived of Liberty (PDL) through the Alternative Learning System (ALS) of the Department of Education (DepEd) as articulated in the BJMP-NHQ- SOP-2010-02 Revised Policy Guidelines on the Implementation of "Tagapangalaga Ko, Guro Ko" institutionalizing ALS in all jail facilities under the control and supervision of the BJMP:

WHEREAS, DepEd is a government agency mandated to:

- a. Formulate, implement, and coordinate policies, plans, programs, and projects in the areas of formal and non-formal basic education;
- b. Supervise all elementary and secondary education institutions, including ALS, both public and private; and
- c. Provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development, while ensuringthe well-being of its personnel and learners;

WHEREAS, DepEd is committed to providing ALS to underserved communities, including PDL, as part of its mandate to ensure equitable access to quality education for all learners, as enshrined in RA No. 11510 otherwise known as the "Alternative Learning System Act" and its Implementing Rules and Regulations;

NOW, THEREFORE, for and in the mutual desire to improve and promote the living conditions, well-being, and effective rehabilitation of PDL through non-formal education programs under the ALS, the Parties hereby bind themselves and agree as follows:

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ARTICLE 1 Creation of the ALS DepEd-BJMP Task Force

To ensure proper implementation of the ALS Programs, an ALS DepEd-BJMP Task Force shall be organized and co-chaired by the Parties. Further, the Task Force shall consist of eight (8) members, with four (4) from each Party, to be designated by their respective Heads. The composition of the Task Force will be the following:

Chairperson - Secretary, DepEd or Undersecretary/Assistant Secretary Co-Chairperson - Chief, BJMP

- A. The four (4) members of the BJMP Task Force shall be composed of:
 - 1. Director for Welfare and Development;
 - 2. Deputy Director for Welfare and Development;
 - 3. Chief. Development Division; and
 - 4. Chief, Education Section.
- B. The four (4) members from the Bureau of Alternative Education (BAE) of DepEd Task Force shall be composed of:
 - 1. Director IV, Bureau of Alternative Education;
 - 2. Chief, Education Program Specialist;
 - 3. Supervising Education Program Specialist; and
 - 4. Senior Education Program Specialist.

A Secretariat shall be organized by the Parties to assist the Task Force in executing the programs created through this Agreement and provide the necessary administrative and technical support.

Each Party shall establish its own Secretariat, headed by one (1) of the members from DepEd and BJMP Task Force, respectively.

ARTICLE 2 Functions of the ALS DepEd-BJMP Task Force

The ALS DepEd-BJMP Task Force shall perform the following tasks:

- Develop the ALS DepEd-BJMP Partnership Roadmap;
- 2. Create an ALS Programs Plan, including the monitoring and evaluation mechanisms thereof;
- 3. Establish program goals and objectives aligned with the ALS Programs and BJMP rules and regulations;
- 4. Monitor the compliance of the Parties with their respective obligations under this Agreement and oversee the overall implementation of the ALS Programs:
- Provide the Parties reports with recommendations based on the results of monitoring and evaluation for the continuous improvement of the ALS Programs and the implementation thereof; and
- 6. Recommend actions for policy formulation and implementation.

ARTICLE 3 Obligations of the Parties

3.1 Delivery of ALS Programs - provision of learning sessions for Basic Literacy Program (BLP), Accreditation and Equivalency (A&E) Programs (Elementary and Junior High School Levels) as well as the ALS Senior High School and other ALS enhancement programs to qualified PDL.



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The BJMP shall:

- a. Submit to DepEd, through BAE, an annual report, at the end of every school year or as may be sooner required by the Department, which shall contain records of the enrollees, takers, passers, and other necessary information, in accordance with Article 8 hereof;
- b. Fully support the implementation of the ALS Programs and its initiatives to enhance the quality of basic education of PDL;
- c. Authorize DepEd ALS implementers to access the jail facilities as needed for the implementation of the ALS Programs. Access shall be subject to scheduling by the Jail's Welfare and Development Officer to ensure that all interventions are coordinated and that duplication of assistance is regulated;
- d. Permit the entry of DepEd ALS implementers to jails and their use of equipment therein as required for the conduct of authorized activities, provided that the rules and regulations governing jails do not forbid said entry and use;
- e. Provide a conducive learning environment and schedule for the conduct of the ALS programs, projects, and activities inside the BJMP facilities with at least one (1) attending security officer or personnel as support;
- f. Provide DepEd ALS implementers with the necessary briefing on the rules and regulations while inside BJMP facilities and requirements for their access thereto;
- g. Ensure the security of ALS implementers and provide necessary assistance in the conduct of ALS classes:
- Facilitate the enrollment of PDL in the ALS Programs and the maintenance of records:
- i. Ensure the attendance of PDL according to the schedule;
- Assist PDL with the necessary documents for the portfolio assessment and the Accreditation and Equivalency (A&E) test once they have completed the ALS Programs;
- Assist DepEd in the conduct of joint monitoring and evaluation at the midpoint and at the end of the contract period to assess the implementation of the ALS Programs;
- Coordinate with DepEd ALS Regional and Division focal persons and Education Program Specialists for ALS (EPSA) for proper implementation of the ALS Programs;
- m. Inform DepEd of any changes in the rules, procedures, or schedules inside the jail at least one (1) week before the agreed schedule visit:
- n. Conduct the annual evaluation of the ALS Programs with partner stakeholders;
- Designate BJMP personnel and other PDL as Learning Facilitators (LF) to teach or assist the assigned ALS Teachers in conducting learning sessions;

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- Ensure that the BJMP personnel designated and assigned as ALS in-charge or jail implementer shall not be replaced without an appointed substitute and/or replacement; and
- q. Provide post-program support to PDL who have completed the ALS Programs.

The DepEd shall:

- a. Recognize BJMP as one of the ALS Implementing Partners;
- Assist the BJMP in transforming the lives of PDL who have not completed their basic education through involvement in various educational programs, projects, and activities for PDL inside BJMP jails;
- c. Provide ALS teachers who shall deliver ALS Programs to PDL in BJMP facilities and willingly submit themselves and their belongings to security check and/or searches upon entering the jail compound as part of the Standard Operating Procedure of the BJMP;
- d. Harmonize the schedule of the ALS Programs with the schedule of the BJMP to promote efficient jail operations;
- e. Implement the ALS Programs, activities, or services at a particular time and place in coordination with the Jail's Welfare Development Officer and with the approval of the Jail Warden or his/her duly authorized representative:
- f. Provide inputs on the direction, periodic review of the program curriculum, and schedule of the ALS Programs for complementation purposes in accordance with the DepEd standards;
- g. Provide training equipment and materials, including modules, textbooks, and other learning resource materials needed for the delivery of ALS;
- Monitor the progress of PDL in their ALS classes and provide the necessary support, including the conduct of assessments and the awarding of certificates of completion;
- Issue certificate and other credentials to those who have successfully passed the Accreditation and Equivalency assessment and certification;
- j. Award diploma or certificate of completion/recognition to the ALS passers during the graduation or moving-up ceremony, which shall be organized by DepEd or its designated implementing partners;
- k. Participate in the monitoring and evaluation of the ALS Programs:
- Assist the BJMP in providing post-program support;
- M. Assist PDL completers and passers of the ALS programs in securing job opportunities while inside the facility;
- n. Ensure that all DepEd Regional Offices (ROs) and Schools Division Offices (SDOs) observe and comply with the provisions of this Agreement; and
- Support the objective of the BJMP to free the jail from illegal or unhealthy activities.

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3.2 Capability-Building of BJMP Personnel - training of BJMP personnel as Learning Facilitators (LF) for them to be capacitated to conduct ALS Programs.

The BJMP shall:

- a. Identify and recommend all BJMP personnel who can be trained as LF including but not limited to graduates with degrees in education;
- b. Create a pool of BJMP LF who are trained by DepEd through BAE and who shall:
 - Train other BJMP personnel as LF and certify them as such as approved and authorized by DepEd through BAE;
 - Provide capability-building activities for LF in jails through trainings, seminars, workshops, and other similar activities:
 - 3. Designate at least one (1) technical staff personnel to be assigned to ALS Programs in each BJMP Regional Office (RO); and
 - 4. Provide a venue and administrative support and logistical support, when necessary.

The DepEd shall:

- a. Provide a set of trainers which shall conduct the following:
 - 1. Orientation on ALS Programs and its features, including curriculum and teaching strategies:
 - 2. Training on the roles and responsibilities of LF;
 - 3. Development of ALS learning resource materials for PDL through trainings, seminars, workshops, and other similar activities; and
 - 4. Coaching and mentoring sessions to LF.
- b. Provide a venue for the conduct of the training of the BJMP LF.
- 3.3 Provision of Learning Resource Materials (LRM) provision of DepEd-developed or recognized LRM in the delivery of ALS Programs.

The BJMP shall:

- a. Allow DepEd to bring LRM in accordance with BJMP rules and regulations; and
- b. Support DepEd in funding the ALS Programs and assist DepEd in making LRM and school supplies available for the PDL, in accordance with laws, rules, and regulations.

The DepEd shall:

- a. Ensure the availability of LRM, in accordance with laws, rules, and regulations;
- b. Provide copies of the LRM;
- Allocate funding to ensure the availability of LRM, subject to availability of funds, and in accordance with laws, rules, and regulations; and
- d. Tap other external stakeholders in the provision of LRM for PDL.



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ARTICLE 4 ALS Programs

The provision of learning sessions for the ALS Programs shall be carried out under this Agreement, as detailed below:

a. Basic Literacy Program;

- b. Accreditation and Equivalency (A&E) Programs for Elementary and Junior High School Levels:
- c. ALS Senior High School (SHS) Program; and
- d. Other enhancement programs for PDL.

ARTICLE 5 Funding

5.1 Provision of Funds. Provision of funds and/or financial support for the delivery of ALS Programs.

The BJMP shall:

a. Allocate funding support through the BJMP and/or Local Government Unit Fund for the delivery of ALS Programs, projects, and activities within the BJMP's jurisdiction, such as, but not limited to the procurement of training venue, travel and food allowances, and other relative expenses for the capability building of selected BJMP personnel to be trained as LF; and for the reproduction of LRM.

The DepEd shall:

- Consider the allocation of funding support for the reproduction of available LRM and other relevant programs, projects, and activities related to the delivery of ALS Programs in BJMP facilities, subject to the availability of funds and resources of BAE; and
- c. Consider the cost-sharing agreements in conducting capability-building activities of BJMP Personnel, subject to existing laws, rules and regulations, and DepEd guidelines that it may issue on the matter as mandated in Section 5.4.2 of ALS Law and Its IRR.
- 5.2 The Parties shall endeavor to integrate into their budget the funding support for the implementation of this Agreement, which includes among others, mobilization of grants and support from donors and partners, subject to laws, rules, and regulations.

ARTICLE 6 Amendments

- 6.1 This Agreement may be revised, amended, or modified only through a written supplemental agreement duly executed and signed by the Parties with the same formality as this Agreement.
- 6.2 This Agreement shall remain in full force and effect unless duly revised, amended, or modified, or until its expiration or termination. Such revision, amendment, or modification shall form part of this Agreement.
- 6.3 Any revision, amendment, or modification shall not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, amendment, or modification.

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ARTICLE 7 Settlement of Differences

- 7.1 The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.
- 7.2 In case of failure to settle differences, the dispute shall be referred to adjudication and/or arbitration pursuant to Presidential Decree No. 242, otherwise known as "Prescribing Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies Between or Among Government Offices, Agencies, and Instrumentalities, Including Government-Owned or Controlled Corporations, and for other Purposes."

ARTICLE 8 Data Privacy and Security

- 8.1 The Parties shall comply with the applicable provisions of RA No. 10173 or the "Data Privacy Act of 2012," its Implementing Rules and Regulations, and the issuances of the National Privacy Commission, as well as other applicable personal privacy and security laws and regulations (hereafter collectively referred as, "Privacy Laws"). The Parties shall, at all times, implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity, and availability of any personal data that might be processed pursuant to this Agreement; and
- 8.2 In the event that any personal data will be disclosed in relation to this Agreement, the Party disclosing such personal data shall ensure that the required consents under the Privacy Laws have been obtained from the relevant data subjects. Each Party hereby represents and warrants that it has obtained the required consents of its employees, personnel, contractors, agents, and representatives whose personal, sensitive and/or privileged information may be disclosed in connection with this Agreement.

ARTICLE 9 Non-Disclosure

- 9.1 Any gathered data and information shall be protected and respected during the term and even after the termination of this Agreement.
- 9.2 The Parties cannot reproduce, share, or distribute personal data and confidential information derived by reason of this Agreement, to any third party, both local and international, without the consent of the data subject (for personal data) or the express approval of the disclosing party (for the disclosing party's confidential information), as the case may be. The Parties shall ensure compliance with RA No. 10173 or the "Data Privacy Act of 2012," its Implementing Rules and Regulations, and the issuances of the National Privacy Commission.

ARTICLE 10 Effectivity and Termination

- 10.1 This Agreement shall be valid and effective for three (3) years from the signing of the Parties and notarization thereof.
- 10.2 Subject to the provisions set forth in Article 7 (Settlement of Differences), any Party may terminate this Agreement and any subsequent related agreement at any time for any reason by giving written notice to the other Party sixty (60) days before the intended date of termination. In the event that a Party fails to perform any of its

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obligations under this Agreement, the other Party shall have the right to terminate this Agreement and any subsequent related agreement. Prior to termination, however, Parties shall in good faith undergo mutual consultation, negotiation, or dispute resolution as provided under Article 7 hereof.

- 10.3 The termination of this Agreement shall not affect the validity, duration, and completion of any project, program, activity, or contract which have been partially executed pursuant to this Agreement, unless otherwise mutually agreed upon by the Parties in writing.
- 10.4 This Agreement may be renewed or extended under the same terms and conditions herein unless revised, amended, or modified in accordance with Article 6 hereof.

ARTICLE 11 Miscellaneous Provisions

- 11.1 In the event that any of the provisions of this Agreement or any subsequent related agreement shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality, and enforceability of the remaining provisions of this Agreement or any subsequent related agreement shall not in any way be affected or impaired and shall remain in full force and effect.
- 11.2 No failure, omission, or delay by any of the Parties in exercising any of its rights, privileges, or remedies hereunder or under any statute shall operate as a waiver thereof. Any waiver, however, shall not be valid unless made in writing and signed by the Parties or their duly authorized representative, and such waiver shall be effective only for the specific instance and purpose for which it was made.
- 11.3 Neither Party shall assign nor transfer this Agreement or any of the right or obligations granted herein without the prior written consent of the other Party, and any purported assignment made without obtaining such written consent shall be null and void
- 11.4 This Agreement may be adopted by the Regional Offices (ROs) and Schools Division Offices (SDOs) and may provide additional provisions that best fit their local contexts and situations.

IN WITNESS	WHEREOF,	the	Parties	have	hereunto	set	their	hands	this
, 2024 in				, Philippines.					

FOR THE DEPARTMENT OF EDUCATION (DepEd)

JUAN EDGARDO M. ANGARA

Secretary

FOR THE BUREAU OF JAIL MANAGEMENT AND PENOLOGY (BJMP)

JDIR RUEL S. RIVERA, DSC Chief, Bureau of Jail Management and Penology

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SIGNED IN THE PRESENCE OF:

Undersecretary

Office of the Secretary

JCSUPT FELLXBERTO S JAGORIN JR, DSC Director

Welfare and Development

ACKNOWLEDGMENT

REPUBLIC OF THI	E FPAISIRPUNES)) S.S.					
	Notary Public for and 2024, 2024 personally app	d in beared:	PA.	SIG CITY	Philippines,	this
Name	Government (Details)	Issued	ID	Date and	Place Issued	

known to me and to me known to be the same person who executed the foregoing Agreement, signed by the Parties and their instrumental witnesses, and he acknowledged to me that the same is his free voluntary act and deed and that of the institution/corporation he represents.

This Agreement consists of eleven (11) pages including this page on which this acknowledgment is written and signed by the Parties and their instrumental witnesses on every page thereof.

WITNESS MY HAND AND SEAL on the date and at the place first written above.

ATT NOTAR THE DESIGNATION ALBOPERA

Pasig City and in the Municipality of Pateros, Metro Ma. Ila PTR No. 135 580 / Pasig City/01 -02-2024 IBP No. 32547; 12/06 /3023 (MD for 2024) Admitted to the Philippine Bur on 04/12/2022

Admitted to the Fridippine Bur of 04/12/2022

Roll of Attorney No. 75228

TIN No. 242-007-260-000

G/F Pasig City Hall, Brgy, Ban Nicolas, Pasig City

Appointment No. 58 (2034-2025)

Cellphone No. 0977 -634-4229

Doc. No. 48;
Page No. 41;
Book No. Series of 2024.

JUAN

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EDGARDO

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ACKNOWLEDGMENT

REPUBLIC	OF	THE	PHILIPPINES)	
			PASIG CITYS.	S.

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines, this 15 NOV 20222024 personally appeared:

Name	Government (Details)	Issued	ID	Date and Place Issued
RUEL S. RIVERA				

known to me and to me known to be the same person who executed the foregoing Agreement, signed by the Parties and their instrumental witnesses, and he acknowledged to me that the same is his free voluntary act and deed and that of the institution/corporation he represents.

This Agreement consists of eleven (11) pages including this page on which this acknowledgment is written and signed by the Parties and their instrumental witnesses on every page thereof.

WITNESS MY HAND AND SEAL on the date and at the place first written above.

ATTY. AND APPENICAL BOPERA.

O ARY PUBLIC
Until December 31, 2025

Pasig City and in the Municipality of Pateros, Metro Marilla PTR No. 137680 / Pasig City/01 -02-2024 IBP No. 325 87; 12/06 /2023 (MD for 2024) Admitted to the Philippine

IBP No. 325/87; 12/06 /2023 (MIDTOF 2024)
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Doc. No. 199; Page No. 41; Book No. XXIII Series of 2024.

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